



RE-DEVELOPMENT OF SHIVAJI PARK, GWALIOR

Ref Number: [GSCDCL/018/2017]

Date: [25th September 2017]

**EXECUTIVE DIRECTOR
GWALIOR SMART CITY DEVELOPMENT CORPORATION LTD (GSCDCL)**

NAGAR NIGAM MUKHYALAY, CITY CENTER, GWALIOR

Disclaimer

Gwalior Smart City Proposal (**SCP**) has been selected to implement the Area Based Development (**ABD**) and pan-city proposals by Government of India (GoI) under Smart City Mission (**SCM**). Gwalior SCP proposes smart solutions in ABD area and across pan city with various smart features and infrastructure.

To implement smart city projects in Gwalior, Gwalior Municipal Corporation (**GMC**) and Madhya Pradesh Urban Development Corporation has formed a special purpose vehicle called Gwalior Smart City Development Corporation Limited (**GSCDCL**).

GSCDCL has prepared this Tender Document (TD) for the "Re-Development of Shivaji Park, Gwalior". This TD is a detailed document with specific terms and conditions on which the Bidder is expected to work. GSCDCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither GSCDCL or any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the Bidder(s) preparing their proposals. However, this information is not intended to be exhaustive and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on GSCDCL or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each Bidder is advised to consider the TD as per its understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the TD before bidding. The Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. The Bidders should go through the TD in detail and bring to notice of GSCDCL any kind of error, misprint, inaccuracy or omission.

GSCDCL reserves the right not to proceed with the project, to alter the timeline reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a proposal under or pursuant to this TD.

[To be provided on a non-judicial stamp papers of appropriate amount, duly notarized]

{Location, Date}

To:

The Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

Reference: GSCDCL TD No. dated ("TD")

Dear Sir/Madam,

Over and above all our earlier confirmations and submissions as per the requirements of the TD, I/ we hereby declare, confirm and undertake that:

- 1 I/ We have quoted for all items as requested by GSCDCL in the TD and stand committed to deliver to the highest standards and quality as required by GSCDCL to meet the timelines of the project. My/ Our bid submission is in line with the requirements of GSCDCL as stated in the TD.
- 2 I/ We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the TD.
- 3 I/ We are completely aware of the service level requirements and timelines specified by GSCDCL and are committed to adhering to the same. I/ We have also clearly taken note of the service level requirements of GSCDCL and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
- 4 I/We have gone through the bid documents and its terms and conditions and fully understood it. All the terms and conditions are acceptable to me / us.
- 5 I/ We have clearly understood GSCDCL's requirements and wish to confirm that I/ we shall abide by the terms and conditions of the TD.
- 6 I/ We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to GSCDCL's discretion. I/ We also confirm and understand that for all other errors which we have made in the bid, GSCDCL, for the purpose of evaluation will take the corrected amount based on the price quoted by me/ us in the price sheets but the payment of such amounts would be completely according to GSCDCL's discretion.
- 7 I/ We confirm that I/ we will provide the best of my/ our resources and the people proposed by me/ us will be dedicated to GSCDCL for the sake of resource continuity. Further, I/ We also confirm that GSCDCL may interview the key resources proposed by me/ us and confirm its acceptability. In any event if a resource is found unfit by GSCDCL I/ we agree to change the same and provide GSCDCL with a replacement within reasonable time so as not to affect the services/ project timelines.
- 8 I/ We confirm and understand that GSCDCL has an aggressive rollout schedule and I/ we will adhere to the rollout schedule at no additional cost/burden to GSCDCL.
- 9 I/ We confirm that all the proposed solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of GSCDCL.
- 10 I/ We confirm that the prices and values quoted by me/ us encompass the complete scope of the project and I/ we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
- 11 There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against me/ us. It is further certified that there is no investigation pending against me/us or the CEO, Directors/ Manager/ key employees of my/ our concern.
- 12 That the decision of GSCDCL will be final and undisputable in accepting or rejection of my / our offer.
- 13 That the self-certified information given in the bid document is fully true and authentic.
- 14 That:
 - a) Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b) Information regarding financial qualification and annual turn-over is correct.
 - c) Information regarding various physical qualifications is correct.
- 15 No close relative of the undersigned and our organization is working in GSCDCL.

Dated this.....by20

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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Section – 1

Gwalior Smart City Development Corporation Limited

NOTICE INVITING TENDER (NIT)

NIT No. GSCDCL/018/2017

Date: 25-09-2017

Gwalior Smart City Development Corporation Limited (GSCDCL) invites online item rate bids for the following works (estimated on UADD SOR w.e.f. 10/05/2012) from registered contractors and firms of repute fulfilling eligibility criteria from eligible Bidders through www.mpeproc.gov.in for "RE-DEVELOPMENT OF SHIVAJI PARK, GWALIOR".

The details are as under:

Key Schedule		
Sr. No.	Event's Name	Information
1.	Probable Amount of Contract	Rs. 1,65,68,068/- (Rupees one crore, sixty-five lacs, sixty-eight thousand & sixty-eight only)
2.	Tender document Fee	Rs.12,500/- (Rupees Twelve Thousand Five Hundred only) to be paid only through Online e-Tendering Payment Gateway
3.	Earnest Money Deposit (EMD)	Rs. 1,65,680/- (Rupees One Lakh Sixty Five Thousand Six Hundred Eighty Only)
4.	Last date for sending pre-bid queries	05/10/2017 till 17:30 hours. at gscdcltender@gmail.com
5.	Date, Time & Place of Pre-bid Meeting	06/10/2017 till 14:00 hours. Venue: Gwalior Smart City Development Corporation Limited, Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh
6.	Last date for Online Purchase of Tender Document	26/10/2017 till 1730 hours.
7.	Last date of Online Submission of Bids	27/10/2017 till 1730 hours.
8.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids	30/10/2017 till 1730 hours. Two printed copies of the entire proposal, one marked ORIGINAL and the second one as DUPLICATE and a soft copy on non-rewriteable electronic storage media with all the contents of your proposal.
9.	Date and Time for Opening of Pre-Qualification and Technical Proposal	31/10/2017 till 1300 hours.
10.	Date and Time for Opening of Financial Proposals	Will be intimated later to the technically qualified Bidders
11.	Project Award Criteria	Lowest evaluated bid

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

1. The Bidders intending to participate in this tender are required to get enrolled/ registered on the e-procurement web site <https://www.mpeproc.gov.in/>. Enrolment /registration on the above portal is mandatory.
2. Tender documents can be purchased only online from <https://www.mpeproc.gov.in/> by making online payment as specified above in the key schedule. The Bidders shall have to submit their Bids online and upload the relevant documents as per key schedule.
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; (As required in Clause 12 of Bid Data Sheet)
 - d. Submit an affidavit duly Notarized as per Annexure- B
4. Details can be seen in the Bid Data Sheet
5. Amendment to NIT, if any, would be published only on the website: <https://www.mpeproc.gov.in/> .
6. Conditional tender will not be accepted and liable to be rejected. GSCDCL reserves the right to accept or reject any or all tender without assigning any reasons thereof.
7. Since the Bidders are required to sign their online bids via Digital Certificates. The Bidders are advised to obtain the same at the earliest.
8. All details relating to the Bid Document(s) can be viewed and downloaded free of cost from the website mentioned in NIT.
9. Bid document can be purchased after making online payment of portal fees through Credit/ Debit/ Cash Card or via internet banking.
10. ELIGIBILITY FOR BIDDERS:
 - (a) At the time of submission of the bid, the Bidder should have valid registration with the Public Works Department, ("PWD"), CPWD or any other Government Department.. However, such Bidders who are not registered with PWD and are eligible for registration can also submit their bids after having applied for registration with PWD, CPWD or any other Government Department.
 - (b) The Bidder would be required to have valid registration with PWD in appropriate class at the time of signing of the Contract.
 - (c) Failure to sign the contract by the selected Bidder, for whatsoever reason, shall result in forfeiture of the Earnest Money Deposit (EMD) of such selected Bidder.
11. Pre-qualification: Prequalification conditions, wherever applicable, are given in the Bid Data Sheet

EXECUTIVE DIRECTOR
Gwalior Smart City Development Corporation Limited, Gwalior

SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

This tender is for “**Redevelopment of Shivaji Park, Gwalior**”, the detailed scope of work has been provided in this section. The initial period of 5 (five) years after physical completion of work shall be treated as Defect Liability Period (DLP). The operation and maintenance of the park for 5 (five) years after completion of work is included in the scope of work.

Background

Gwalior has been selected under Smart City Challenge proposal. Various projects have been identified in this proposal to improve the city and somewhere meet international standards. One of those projects is Recreational and Social Development Module. Three parks have been identified for this proposal and Shivaji Park is one of them.

These parks can function as important community spaces; provide opportunity for physical activity and also to improve the green cover in the town by providing adequate planting. There is, therefore an urgent need for creating and upgrading the green spaces and parks in the town.

In order to enhance the amenity value of the town, GSCDCL has identified certain green spaces for development. The objective is to provide attractive, safe and usable green spaces to the public, with special emphasis for children-friendly and elderly-friendly components and especially abled people. These will also be effective in mitigating the urban heat island effect in the future, and will be a valuable environmental resource as the town continues to grow in both size and population. These parks will improve the aesthetic value of the town as well.

Project

GSCDCL is desirous of executing park re-development project for the Shivaji Park. The project report prepared by GSCDCL proposes following works in the project area,

- i) Horticulture works,
- ii) Paving works,
- iii) Cladding and painting of boundary wall and grill,
- iv) Irrigation works for plant, trees and green areas,
- v) Lighting and electrical works,
- vi) Toilet block,
- vii) Water body and Water Fountain

The tender hereby is being invited for the redevelopment of Shivaji Park. The essence of the project is:

- a. To convert the available open space into Green Space for creating clean and healthy environment.
- b. The developed park will provide leisure outdoor spaces for the residents, playfield for the children.

The available open space is to be converted into greens space for creating clean and healthy environment. The developed park will provide leisure outdoor spaces for the residents, playfield for the children, green native trees which can provide shade in summer and can shed leaves in winter to allow sun rays to come to ground, landscaping, grassing and flowering bushes (seasonal) to be developed. Spaces have been categorized as (1) Walkway, (2) Green Lawn, (3) Leisure activity, (4) Play Area for Children, (5) Fountain area (6) Toilet Block. This will be provided with proper lighting and irrigation arrangements.

The work of re-development of green space and park should be as per the drawing and direction of the engineer-in-charge in strict adherence to the timelines as provided under the Contract Data.

2. GENERAL QUALITY OF WORK:

The work of re-development of park as per approved drawings and direction of Engineer-in-charge is to be completed in all respects including labour, tools-tackles and materials, technical specifications specified in the Bid Data Sheet/ Contract Data. The work shall have to meet high standards of workmanship, safety and security of workmen.

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 firm or company

4.2 No Bidder shall be entitled to submit more than one bid. 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 its bid, and no claim whatsoever for the same shall lie on GSCDCL.

6. Site Visit and Examination of Site of Works

The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs shall have to be borne by the Bidder and no claim whatsoever for the same shall lie on GSCDCL.

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 the Annexures.

3. Conditions of Contract:

i. Part I General Conditions of Contract (GCC) and Contract Data; and

ii. Part II Special Conditions of Contract (SCC)

4. Specifications

5. Drawings

6. Bill of Quantities

7. Technical and Financial Bid

8. Letter of Acceptance

9. Agreement and

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

8. The Bidder is expected to examine carefully all Instructions, Conditions of Contract, the Contract Data, Bid Data, Terms and Specifications, Bill of Quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.

9. Pre-Bid Meeting

9.1 Details of venue, date and time shall be as mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid meeting would be communicated only on the website: www.mpeproc.gov.in

9.2 Bidder may raise its 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. GSCDCL may, at its option, give such clarifications as are felt necessary.

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

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

10. Amendment of Bid Documents

- 10.1 Before the deadline for submission of bids, GSCDCL may amend or modify the Bid Documents by publication of the same only on the website: www.mpeproc.gov.in.
- 10.2 All amendments shall form part of the Bid Document.
- 10.3 GSCDCL may, at its discretion, extend the last date for submission of bids by publication of the same on the website: www.mpeproc.gov.in.

C. PREPARATION OF BID

- 11.** The Bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the key schedule after signing of the same digitally by its authorized representative.

12. DOCUMENTS COMPRISING THE BID

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

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

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

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

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

13. LANGUAGE

The bid as well as all correspondences and documents relating to the bid exchanged by the Bidder and GSCDCL shall be in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. TECHNICAL PROPOSAL

- 14.1 Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.
- 14.2 All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of the Earnest Money Deposit, if any of the document/ information is found false/ fake/ untrue before and after acceptance of Bid. GSCDCL may at its sole discretion forfeit Earnest Money Deposit, the performance security/ guarantee, security deposit, and take any other suitable action, as applicable.

15. FINANCIAL BID

- i. The Bidder shall have to quote rate for each item of Bill of Quantities as described in Annexure H-1 based.
- ii. The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the Bidder will not be paid for by GSCDCL when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

- iii. All duties, taxes (excluding GST), and other levels payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- iv. The rates and prices quoted by the Bidder shall be fixed for the entire duration of the Contract and shall not be subject to adjustment on any account.

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Bid Data Sheet.
- 17.2 The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, Interest bearing securities of post office, Demand Draft issued in favor of the name given in the Bid Data Sheet. The Fixed Deposit Receipt and Interest bearing securities of post office shall be valid for six months or more after the last date of receipt of bids.
- 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 10 (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 Contract and has also furnished the Bank Guarantee of required value as Performance Security.
- 17.6 Failure to sign the Contract by the selected Bidder, for whatsoever reason, shall result in forfeiture of its EMD.

D. SUBMISSION OF BID

- 18. The Bidder is required to submit bid online under the digital signature of authorized signatory, and also the physical copy of the bid as stated in key schedule.

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 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 (Envelope ‘B’) shall not be opened.
- 19.3 Envelope ‘C’ (Financial Bid) of the qualified Bidders 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 GSCDCL 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 the award of the contract, without incurring any liability. In all such cases/ reasons shall be recorded.
- 19.6 GSCDCL reserves the right of accepting the bid for the whole work or for a distinct part of it.
- 19.7 Clarification of Technical & Financial Bids

To assist in the examination, evaluation, and comparison of Bids, GSCDCL may, at its discretion, ask any Bidder for clarification of its Technical & Financial Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by GSCDCL in the evaluation of the Bids.

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 GSCDCL/ Bid Evaluation Committee/ concerned officials in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

21. Award of Contract

GSCDCL shall notify the Successful Bidder by issuing a 'Letter of Acceptance' (LOA) that its 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 and Additional Performance Security (if applicable) of the amount, form and duration, etc. as specified in the Bid Data Sheet.
- 22.2 If the Bid, which results in the lowest evaluated Bid price, is seriously unbalanced or front loaded the opinion of GSCDCL, GSCDCL after evaluation, taking in to consideration the schedule of the estimated contract price may require Additional Performance Security from the Successful Bidder for such unbalanced Bid price.

23. Signing of Contract Agreement

- 23.1 The Successful Bidder shall have to furnish Performance Security and Additional Performance Security and sign the contract within 15 (fifteen) days of issue of LOA.
- 23.2 The signing of contract shall be reckoned as intimation to commencement of work. No separate work order shall be issued by GSCDCL to the Contractor/ Successful Bidder 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 failure to sign the Contract Agreement, its EMD shall stand forfeited without prejudice to the right of GSCDCL for taking action against the Bidder.

24. CORRUPT PRACTICES

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

- 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.
- ii. may debar the Bidder if he is being blacklisted by any Department of State Government or Government of India for non-performance/ sub- standard execution or any other reason whatsoever in similar type of works.
- iii. may debar the Bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

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

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

[End of ITB]

Bid Data Sheet

General

S. No.	Particulars	Data	
1	Office inviting Tender	EXECUTIVE DIRECTOR, GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED	
2	NIT No	GSCDCL/018/2017	
3	Date of NIT	25/09/2017	
4	Bid document download available from date and time	From 25/09/2017 1030 Hours	To 26/10/2017 1730 Hours
5	Website link	http://www.mpeproc.gov.in	

For Section 1 - NIT

Clause reference	Particulars	Data
2	Portal fees	Rs. _____ (shall be reflected on the portal)
3	Cost of bid document (to be paid online through e-procurement payment gateway)	Rs.12,500/- (Rupees Twelve Thousand Five Hundred only) <i>Bidders shall be directed to the payment gateway through the portal</i>
3	Affidavit	Annexure B
11	Pre-qualifications required	Yes
	If Yes, details	As per Annexure C
2	Key Dates	Annexure A

For Section 2 - ITB

Clause reference	Particulars	Data
1	Name of work	Re-development of Shivaji Park at Gwalior
2	Specifications	Annexure D
3	Procedure for participation in e-tendering	Annexure E
4	Whether Joint-venture is allowed	No
9	Pre bid meeting to be held	Yes
	If Yes, Date, Time & Place	Date – 06/10/2017, Time – 1400 Hours Place – Office of the Executive Director, Gwalior Smart City Development Corporation Ltd., Nagar Nigam Mukhyalaya, City Centre, Gwalior
12 (Part 1)	Envelope –A containing : i. Copy of Registration or proof of application for registration and organizational details as per Annexure 'F' ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per Annexure –B Should reach in physical form	At Office of the Executive Director, Gwalior Smart City Development Corporation Ltd., Nagar Nigam Mukhyalaya, City Centre, Gwalior Before -1100 Hours, Date: 17/10/2017
12(Part 2)	Envelope-B Technical Proposal	Annexure – G (Format G -1 to G -3)
12 (Part 3)	Envelope-C Financial Bid	Annexure – H

16	Period of Validity of Bid	180 Days from the last date of submission of bids
17	Earnest Money Deposit	Rs. 1,65,680/- (Rupees One Lakh Sixty Five Thousand Six Hundred Eighty Only)
	Forms of Earnest Money Deposit	i. Fixed Deposit Receipts (FDR)/ e-FDR ii. Demand draft of National/Scheduled Commercial Bank iii. Interest bearing securities of post office
	EMD valid for a period of	Not less than 180 days from the last date of submission of bids
	FDR (Fixed Deposit Receipt) / Demand Draft and Interest bearing securities of post office must be in favour of	Executive Director, Gwalior Smart City Development Corporation Limited
21	Letter of Acceptance (LoA)	Annexure I
22	Amount of Performance Security	5% of contract amount
	Additional Performance Security, if any	As per provision of clause 22.2 of ITB
	Performance Security and Additional Performance Security in the format	Annexure J
	Performance Security and Additional Performance Security in favour of	Executive Director, Gwalior Smart City Development Corporation Limited
	Performance security and Additional Performance Security shall be valid up to	180 Days from the date of expiry of the Contract Period (Annexure J)

(See clause 7 of Section 1 NIT)**Key Dates**

S. No.	Works Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1		Purchase of Tender (Online)	25/09/2017	1030 Hours	26/10/2017	1730 Hours	
2	Pre-Bid Meeting		06/10/2017	1400 Hours			
3		Bid Submission (Online)			27/10/2017	1730 Hours	
4		Bid Submission (Hard Copy)			30/10/2017	1730 Hours	
5	Technical Proposal Opening		31/10/2017	1300 Hours			Envelope A + B
6	Financial Bid Opening		To be Intimated Later to Technically Qualified Bidder				Envelope C

(See clause 3 of Section 1-NIT)

|| AFFIDAVIT ||**(To be contained in Envelope A)***(On Rs. 100/- Non Judicial Stamp Paper)*

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

I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by the Gwalior Smart City Development Corporation Limited.

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

1. That the self-certified information given in the bid document is fully true and authentic.
2. That M/s _____ is not debarred/ black-listed by the Central Government/ any State Government/ any public sector undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, GSCDCL reserves the right to reject the Bid or terminate the Contract without any compensation to the Bidder.
3. That:
 - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turn-over is correct.
 - c. Information regarding various physical qualifications is correct.
4. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (Bidder)

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

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall reach at least one working day before opening of the bid, by 15.00 hours.

PRE-QUALIFICATIONS CRITERIA

The Bidder should have:

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

(Successfully completed would mean successful completion and commissioning of a project),

- a) Three similar completed works costing not less than the amount equal to 20% of the estimated cost.; or
- b) Two similar completed works costing not less than the amount equal to 30% of the estimated cost.; or
- c) One similar completed work costing not less than the amount equal to 50% of the estimated cost.

The term 'similar works' means work related to:

- i. Construction of buildings; or
 - ii. Construction of boundary wall with gate, landscaping and grassing; or
 - iii. Construction of walkway, exercise area, children's play area;
- d) Average annual turnover should not be less than 50% of the probable amount of contract during the last 3 Financial Years.

The bidders are required to submit the corresponding copies of the work order and execution/ completion certificates issued by the respective clients. The certificates should be issued by the respective authority (Not below the rank of Executive Engineer) of client. GSCDCL may call for original certificates for verification and has the right to verify directly from the Bidder's client.

Note: Work execution/ completion certificate shall include detailed scope of work, actual cost of work completed with date of commencement and date of completion of the work.

Specifications

Specifications in four parts namely (1) Water Supply, Sewerage and Tube Well Works (2) Building Water Supply, Drainage and Sanitary Installation (3) Roads & Bridge (4) Electrical Works shall form part of the technical specifications of this work and shall follow MPUADD Specifications & is available at MPUADD Website(www.mpurban.gov.in)

The provisions of General/ Special Conditions of Contract, those specified elsewhere in the bid document, as well as execution drawings and notes, details mentioned in the Bill of Quantities, or other specifications issued in writing by GSCDCL shall form part of the technical specification of this work.

For items not covered under MP-UADD specifications with correction slips or those specifications are not given in the technical specifications appended or not incorporated in the nomenclature of the individual item, the work shall be done as per latest relevant BIS Codes of Practice or as per approval of Engineer-in-charge.

GENERAL SPECIFICATION FOR IRRIGATION SYSTEM

1. HDPE Fittings

- a) All Compression fittings shall be rated for 10kg/cm² suitable for HDPE pipes specified above. Fittings shall be of approved make.
- b) All butt welded fittings shall be of 10kg/cm² rating and shall be of same make as pipes.
- c) Wherever a branch or outlet of 50% or less diameter is required, clamp saddles shall be used instead of Tee. Saddles shall be non-metallic and shall be of same make as compression fittings. Nuts and bolts if used shall be SS 314.
- d) Union and valves wherever used shall be PVC Sch 80 or DIN 16 kg/cm² rating.

2. UPVC Pipes

All pipes for laterals shall be un-plasticized polyvinyl chloride (UPVC). UPVC pipes shall conform to IS 4985: 1988 and shall be rated for 10 kg/cm² working pressure.

Pipes shall be of uniform thickness, smooth finish inside and outside and shall show no evidence of interior scratches, extrusion marks, blisters, grooves or any manufacturing or transit damage.

Pipes shall be supplied in lengths of six meters with integral socket end for solvent welding and each length shall bear following permanent marking at regular interval.

Manufacturer's Name

Standards

Size and Pressure rating

3. PVC Fittings

All PVC fittings shall have a minimum pressure rating of 10kg/cm² working pressure, conform to standards and shall be of same material as UPVC Pipes.

All fittings including the threaded ones shall be of Injection Molded type.

Joint Cement and Primer Solvent Cement and Primer for UPVC Pipes shall be as per Pipe manufacturer's recommendations.

4. LDPE Drip Pipe

In-line drip tubing shall be pressure-compensating type, manufactured using virgin Liner Low Density Polyethylene containing carbon black to resist UV radiation. In line tubing shall have 13mm OD and

minimum thickness of wall 1.2 mm. Tubing shall contain cylindrical PC drippers with in-built silicon diaphragm or similar anti clogging feature. Pressure compensation range shall be up-to 4kg/cm².

5. Quick Releasing Coupling

The quick release coupling (QRC) shall be of heavy duty brass or bronze construction. It shall have 3/4" female threaded inlet and stainless steel internal spring. The QRC shall have a hinged Rubber cover. QRC shall be opened and closed using a coupler key manufactured by some manufacturer. Matching Hose Swivels shall also be available.

6. Pop-up Sprays

Body, cover and flow tube shall be high impact ABS. A stainless steel spring shall provide retraction force. Outside entry of sand and dirt shall be prevented with a pressure activated wiper seal. Pop-up height shall be 4". Inlet threads shall be 1/2".

Pop-up spray bodies shall be equipped with plastic variable arc nozzle.

7. Valve Boxes

All valve boxes shall be HDPE of suitable size and shall have green body and cover with locking bolt.

Valve boxes shall be available in both round and rectangular models. Where larger size is required a combination of round and rectangular valve boxes may be used.

8. PVC Ball Valves

All thermoplastic ball valves shall be true union design with two-way blocking capability. Valves shall be PVC with Teflon seats and shall be rated for 10 kg/cm² bar working pressure. Valves shall be threaded at both ends.

9. Disc Filters

Disc filters shall be T-type having polyacetal housing with polyamide and glassfibre lid, nitrile rubber seals and heavy duty plastic discs capable of providing 130 micron filtration. Inside Discs shall be made of polypropylene. All clamps and nuts etc. shall be stainless steel. The filtration unit inlet and outlet headers shall conform to the disc filter size suitable for 160 lpm flow. Maximum working pressure shall be 10 bars. Filtration unit shall be Azud, Amiad or approved equal.

10. Pumping Unit

Irrigation pumping unit shall consist one number of submersible pump having capacity of 160 lpm at 4.5 bar pressure. Pumping unit shall be equipped VFD control to enable efficient operation at variable flow. Pumping unit shall be complete with isolation valve on inlet and outlet, check valves and suitably sized headers and pump control panel. The control panel shall have a pump start facility with 24V contractor. Complete pumping unit shall from the manufacturer's representative and pump manufacturer shall provide guarantee on complete unit.

Pumping unit shall be Grundfos, DP or approved equal.

11. Irrigation Auto Controller

Irrigation Auto Controller shall be microprocessor based, solid state electronic in operation and shall not employ electric motors. Operational panel shall be removable the housing with quick disconnect pins and ribbon cable.

Irrigation controller shall be compatible with same make Weather Station suitable for wireless programming based on ET on daily basis (if used).

Controller shall be enclosed in a high impact, molded NEMA 3, U. L. outdoor and C.S.A. listed housing with an integral, continuous hinging system with a stainless steel cam actuated padlock latch and neoprene gasket. Housing shall have external brackets for wall or pedestal mounting without openings through the housing.

Number of stations shall be as indicated on drawings and controllers shall have a minimum of 2 independent programs. At least one program shall have long timing option. Each program shall have minimum two start times per day. Controller shall allow stack timing and shall be capable of fully automatic, semiautomatic and manual operation. Controllers shall have water budgeting feature from 10 to 200% (min). Timing adjustment percentage shall be assignable by program and will be applied to all station duration times within that program.

Controller shall provide microprocessor programming for day, date, station start times, and duration of watering times. Program shall provide a weekly and interval calendar option to allow watering on specific days of the week or specific intervals of one to seven days. Two day interval schedule shall be suitable for odd/even day watering requirement by omitting operation on the 31st day of the month.

Clock and calendar shall be solid state and shall not require reprogramming except during leap year or a power failure exceeding back-up battery life. Back -up power shall be provided by a standard 9V alkaline battery and shall retain correct time and program for a minimum of one week. Controller shall also provide a built-in back-up program, with override switch, to initiate minimum watering in the event a power failure should exceed life of back-up battery.

Manual operation mode shall allow input of desired watering time without disturbing the pre-set program.

12. Drip Emitters

The emitters shall be fully pressure compensating, self-flushing, on line type with a outlet barb for attachment of 3mm spaghetti tube. Pressure compensation range shall be 15 to 40 PSI.

The emitter body shall be constructed of heat and ultraviolet resistant materials. The emitter shall have a silicon diaphragm, which shall allow automatic purging at low pressure.

The emitters shall be available in 2, 4 and 8 LPH and shall be colour-coded. Emitters shall be Micro Flapper or equal.

13. Low Voltage wires (Solenoid Cables)

Low voltage wires shall be single solid conductor suitable for direct burial (600V) without use of conduit and shall be UL listed, underground feeder type. The size shall be 14 gauge /12 gauge as required by design.

LV wires shall be joined using Snap Tite Wire Connectors and Cement recommended by connector supplier.

14. Air Vacuum Relief Valves

Air/Vacuum relief valves shall be of non-corrosive plastic construction. Valves shall be dual acting combining Kinetic air release, continuous air release and vacuum release.

15. Pressure Release Valves

Pressure relief valves shall be of Aluminum construction.

SPECIFICATION/SCOPE CIRCULAR WATER FEATURE (CASCADING JET WITH TRICKLING WATER EFFECT) AS PER DRAWING (ABOUT 5M DIA)

1 NOZZLE:

1.1 Supply of 500 mm, 1000 mm, 1500 mm dia Stainless Steel Rings made out of 50 mm pipe having inlets and 30 nos outlets complete as required, 1 Job.

1.2 Supply of Stainless Steel 304 gr Straight jet nozzles with swivel connector for vertical alignment of nozzle with fittings complete as required.(1200 mm high) , 30 Nos.

2 LIGHTS:

2.1 Supply of 24V DC, 6 x 3 W LED, (WW)color under water luminary with wide beam super magnifying lens (MOC SS 304 Gr) Protection Index IP 68 with mounting bracket , waterproof connection with LED Driver , 40 Nos.

3 MULTI MEDIA SAND FILTER:

3.1 Supply of FRP pressure High rate Sand Filter for filtration of suspended material from water body complete with six position multiport valve for filter, backwash, rinse, waste, recirculate and close all flow to pool the filter body manufactures in fiber glass with uV resistance surface provided with oil pressure gauge cap 8 cum/hr, pressure 2.5 Kg/sqcm, filter dia 550 MM dia with online chlorine dosing unit with required media for sand filter and white ABS Floor inlet nozzle. Make (Pentair/Certikin) 1 No.

4 PUMPS:

4.1 Supply Monoblock Submersible Pump with CI Impeller, SS Shaft, suitable for operation on 220 /415 Volts AC Supply, complete as required. Make (Kiloskar/Crompton) 3 No.

5 ELECTRICAL CONTROL PANEL:

5.1 Supply of Cubical Control Panel made of 16 gauge CRC sheet powder coated with Starter, Single phase prevention, MCB, volt-meter, Amp meter, TP MCB's, Protection circuits etc. and space for CVD for the lights 1 No.

6 u PVC PIPING:

6.1 Providing and fixing uPVC pipes (10kg. Pressure) including accessories & fittings as required (Elbow, MTA, Endcap, Socket, Tee, Reducing Tee etc.) Make (Finolex/Supreme/Prince/Kissan) 1 Job.

7 SUPPLY OF Control valves, manifold, stainless steel debris collection strainers with fittings

Complete as required. Make (Prince/Harit/Sant/Zoloto/SKS/ The Fountains) 1 Job.

8 CABLE AND CONDUITING:

8.1 Supply of double sheeted cables of various sizes including accessories etc. required (PVC Conduit, PVC Bend, Steel wire, etc.) for final equipment connections with control panel.(For pump set & LED Lights) ISI 3 Jobs.

9 INSTALLATION (Upto Five Visits) 1 Job

The Scope includes Cartage, preparation of working drawings, hydraulic testing of all pipes at doubles the working pressure etc.

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 by MP Online. The password for the new portal has been sent to the Bidders on registered email ID. For more details may contact M/s Tata consultancy Services Corporate Block, 5th floor, DB city Bhopal-462011, email id: eprochelpdesk@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 the required proofs along with an application. Only upon the receipt of the required documents, a digital certificate can be issued. For details, please visit <http://cca.gov.in>.

Note:

- i. It may take up to 7 (seven) 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 <http://cca.gov.in>.
- ii. Bids can be submitted till bid submission end date. Bidder will require digital signature for the bid submission. The digital certificate issued to the authorized user of a partnership firm/ private limited company/ public limited company and user 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 partners of the firm.

In case of private limited company, public limited company, the Managing Director may authorize a specific individual through an Authority Letter. Alternatively, a Board resolution may be passed authorizing such individual. Unless the authority letter or Board resolution 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 The Information Technology Act, 2008.

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 Key Dates as mentioned in **Annexure - A**.

5. Preparation and Submission of Bids

The Bidders have to prepare the proposal 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 key schedule in adherence to the key dates of the NIT under the digital signature of the authorized representative.

6. Purchase of Bid Document

For purchasing of the bid document, Bidders have to pay applicable bid amount only through online mode as per Bid Data Sheet. The 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 up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Credit/ Debit/ Cash Card or via internet banking.

7. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid before submission end date.

Note:

- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in.
- GSCDCL shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- In case, due date for submission and opening of bids happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- GSCDCL reserves the right for extension of due date of opening of technical bid.

ORGANIZATIONAL DETAILS
(To be contained in Envelope - A)

S. No.	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of Madhya Pradesh 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 PWD, CPWD or any other Govt. departments	(Scanned copy of Registration to be uploaded)
3.	Name of the Bidder	
4.	Legal status of the Bidder Organization/ Individual/ / Partnership Firm Registered under Partnership Act/ Limited Company (Registered under the Companies Act-1956/ 2013)	Attach: — the registered partnership deed or — certificate of incorporation and Memorandum of Association and Articles of Association
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	PAN	
9.	GST No.	
10.	TAN	
11.	EPF Registration	
12.	Mobile Number	
13.	E-mail Address for all communications	
	Details of Authorized Representative	
14.	Name	
15.	Designation	
16.	Postal Address with pin code	
17.	Telephone Number with STD Code	
18.	Fax Number with STD Code	
19.	Mobile Number	
20.	E-mail Address	

Signature of Bidder with Seal
Date: _____

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

S. No.	Particulars	Details to be submitted
1	Experience - Financial and Physical	Annexure – G (Format : G - 1)
2	List of technical personnel for the key positions	Annexure – G (Format : G - 2)
3	List of Key equipment/ machines for construction work	Annexure – G (Format : G - 3)

Note:

1. *Technical Proposal should be uploaded duly page numbered and indexed.*
2. *Technical Proposal uploaded without page numbering and indexing will not be considered.*

FINANCIAL AND PHYSICAL EXPERIENCE DETAILS

Bidders to furnish details as sought in pre-qualification criteria

LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS

Contractor/ Successful Bidder will have to appoint at least the following key personnel during the execution and entire contract period.

S. No.	Discipline	Minimum Qualification	Required Nos.
1	Site Engineer	Degree/ Diploma in Civil Engineering having minimum 5 years (7 years for Diploma holder) of relevant experience	One
2	Engineer (Horticulture & Landscape, Pathways)	Domain Experts with requisite ability to follow the designs and drawings to execute the work, ability to manage complex situations and to effectively coordinate the work – minimum 5 years' experience	One
3	Electrical Engineer	Degree/ Diploma in Electrical Engineering having minimum 3 years (5 years for Diploma holder) of relevant experience	One

Penalty for Non-deployment of above staff are as follows:

S .No.	Discipline	Penalty to be computed on Per Head Per Day basis
1	Site Engineer	Rupees 40,000/- Per Month
2	Engineer (Horticulture & Landscape, Pathways) at least for a period of three months in the contract period	Rupees 30,000/- Per Month
3	Electrical Engineer at least for a period of three months in the contract period	Rupees 30,000/- Per Month

Note: In case the staff is unavailable for a part of the month, the penalty shall be pro-rated

Annexure – G (Format: G - 3)

(See clause 14 of Section 2 of ITB)

The Contractor shall carryout the all construction and installation work in such a way that the requirements of the specifications of each item of work under the project are fully satisfied. For achieving the quality parameters as per the specifications, the Contractor shall be required to deploy appropriate machinery and equipment for carrying out the work. In this section, the Bidder is required to demonstrate his capacity with respect to Key equipment and machinery that are required to carry out this work successfully.

LIST OF EQUIPMENTS / MACHINES FOR CONSTRUCTION WORK

Minimum Requirement			Available with the Bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
1	All machines and equipment's required to furnish the job efficiently in stipulated time	As required in project		

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

TENDER FOR ITEM RATE CONTRACT:

NAME OF WORK: (NAME OF THE WORK AS APPEARING IN THE BID FOR THE WORK)

We do hereby bid for the execution of the above work within the time specified at total rate (in figures) (in words)..... excluding GST based on the rates of each item quoted in Annexure H-1 bill of quantities. The item wise rates given therein in all respects are in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable.

We have visited the site of work and are fully aware of all the difficulties and conditions likely to affect carrying out the work. We have fully acquainted 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, we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the EXECUTIVE DIRECTOR, GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED, GWALIOR; Madhya Pradesh or his/her successors in office the sums of money mentioned in the said conditions.

Note:

- i. Only one rate above or below or at par against quantity of each item given in the Bill of Quantities shall be quoted.
- ii. Rate 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/or fails to sign the contract its earnest money deposit shall be forfeited.
- iii. In case of items for which no rate or price is entered, will not be paid for by GSCDCL when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- iv. Bidder is required to submit financial bid exclusive of applicable GST, but inclusive of all duties, taxes, royalties and other levies; and the GSCDCL shall not be liable for the same. The GST shall be paid separately as per applicable Government rules.

Signature of Bidder

Name of Bidder

Bill of Quantities for Re-development of Shivaji Park						
S.N.	Particular	Quantity	Unit	Rate (INR)		Amount (INR)
				Figures	Words	
A	Horticulture Works					
1	Trenching in ordinary soil up to a depth of 60cm including the removal and stacking of serviceable material and then disposing of by spreading and neatly levelling within a lead of 50m and making up the trenched area to the proper levels by filling with earth or earth mixed with sludge and/or manure before and after flooding the trench with water (excluding the cost of imported earth, sludge etc)	240	Cum			
2	Ploughing of the existing ground to a depth of 15cm to 25cm and watering the same	12	100sqm			
3	Supply and stacking of good earth at site including royalty and carriage up to 1km (earth measured in stacks will be reduced by 20% for payment)	360	Cum			
4	Supply and stacking of manure at site including royalty and carriage up to 1km (manure measured in stacks will be reduced by 8% for payment) screened through sieve of I.S. designation 16mm	120	Cum			
5	Rough dressing the trenched ground including breaking clods.	12	100sqm			
6	Uprooting weeds from the trenched area after 10 to 15 days of its flooding with water including disposal of uprooted vegetation.	12	100sqm			
7	Fine dressing the ground	12	100sqm			
8	Spreading of sludge, dump manure or/and good earth in required thickness (Cost of sludge, dump manure or/ and good earth to be paid separately).	360	cum			
9	Mixing earth and manure in proportion specified or directed	120	cum			
10	Grassing with "Doob" grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for mowing including supplying good earth if needed (the good earth shall be paid for separately). In rows 7.5 cm apart in either direction.	6.3	100sqm			
11	Preparation of beds for hedging and shrubbery by excavating 60cm deep and trenching the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20%: one part of stacked volume of manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, levelling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and levelling as directed, within a lead of 50m lift up to 1.5m complete (cost of sludge, manure or extra earth to be paid for separately)	258.75	cum			
12	Digging holes in ordinary soil and refilling the same with excavated earth mixed with sludge or manure in the ratio of 2:1 by volume (2 parts of stacked volume of earth reduced by 20% : 1 part of stacked volume of manure reduced by 8%), flooding with water and dressing including removal of rubbish and surplus earth, if any with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid for separately)					
12.1	Trees- Holes 1.2m dia. and 1.2m deep	44	Each			
12.2	Large +Medium shrubs-holes 60cm dia. and 60cm deep	958	Each			
13	Supply of plant material(trees, shrubs, etc)					

	Botanical name					
13.1	Bauhinia variegata	9	nos			
13.2	Erythrina indica	3	nos			
13.3	Azadirachta indica	3	nos			
13.4	Lagerstroemia flosreginae	7	nos			
13.5	Choresia speciosa	2	nos			
13.6	Nycanthus arbortristis	2	nos			
13.7	Callistemon lanceolatus	2	nos			
13.8	Cassia fistula	7	nos			
13.9	Tectona grandis	6	nos			
13.10	Ailanthus excelsa	3	nos			
	SHRUBS					
13.11	Hibiscus rosa-sinensis	9	nos			
13.12	Lagerstroemia indica	2	nos			
13.13	Calliandra haematocephala	71	nos			
13.14	Ficus panda	92	nos			
13.15	Hamelia patens	95	nos			
13.16	Clerodendron inerme	43	nos			
13.17	Raphis excelsa (palm)	6	nos			
13.18	Murraya exotica	90	nos			
13.19	Duranta variegata	286	nos			
13.20	Alternanthera green	297	nos			
13.21	Cycas revoluta	11	nos			
13.22	Thuja orientalis (Morpankhi)	18	nos			
13.23	Ficus benjamina	12	nos			
13.24	Bougainvillea glabra	8	nos			
13.25	Ficus reginold ball	13	nos			
13.26	Schefflera arboricola	84	nos			
13.27	Lantana camara red	214	nos			
13.28	Hymaenocallis flava(SPIDER LILY)	300	nos			
13.29	Iresine herbstii	457	nos			
13.30	Canna red	156	nos			
13.31	Ophiopogon jab.	500	nos			
13.32	Tradescantia albiflora	1143	nos			
13.33	Calathea	269	nos			
13.34	Alternanthera red	386	nos			
13.35	Lantana sellowina	429	nos			
14.00	Preparation of mounds of various size and shape by available excavated / supplied earth in layers not exceeding 20 cm in depth, breaking clods, watering of each layer, dressing etc., lead upto 50 meter and lift upto 1.5 m complete as per direction of Officer-in-charge.	24	cum			
15.00	Flooding the ground with water including making kiaries and dismantling the same.	5.65	100s qm			
					SUB TOTAL	
B	CIVIL WORKS -Pathway & Paving , Park Furniture & Finishes					

1	Earth work in excavation by mechanical means (hydraulic excavator) / manual means including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil in cum.	300	cum			
2	Supplying and filling in plinth under floors including, watering, ramming consolidating and dressing complete.					
2.1	Local Sand	100	cum			
3	Providing and laying brick bat coba sub base with aggregate 63 to 40mm size and approved binding material including screening, sorting, spreading, packing and consolidation with half tonne roller to template etc. complete.	90	cum			
4	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering All work up to plinth level.					
4.1	Cement concrete grade M-15 (Nominal Mix) with 20 mm maximum size of stone aggregate	10	cum			
4.2	Cement concrete grade M-10 (Nominal Mix) with 20 mm maximum size of stone aggregate	100	cum			
5	Providing and laying in position reinforced cement concrete grade M-20 (nominal mix) with 20 mm maximum size of stone aggregate all works upto plinth level, excluding cost of shuttering and reinforcement	10	cum			
6	Providing and laying damp-proof course 50mm thick with Cement concrete grade M-15 (Nominal Mix) with 20 mm maximum size of stone aggregate	10	Sqm			
7	Providing and laying in position reinforced cement concrete grade M-20 (nominal mix) with 20 mm maximum size of stone aggregate for columns, beams, slabs etc. excluding the cost of shuttering and reinforcement	20.00	cum			
8	Reinforcement for R.C.C. work including straightening cutting, bending, placing in position and binding including cost of binding wire up to floor top level including all wastages etc. complete , hot rolled deformed bars.	2000	kg			
9	Construction of cement concrete kerb with top and bottom width 115 and 165 mm respectively, 250mm high in M20 grade PCC on M10 grade foundation 150 thick projected 50mm beyond kerb complete work.	20	meter			
10	Brick Masonry					
10.1	Brick work with chimney brick of class designation 4.0, including the cost of scaffolding in Cement mortar 1:4(1 cement : 4 coarse sand)	150	cum			
11	Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.					
11.1	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	8000	kg			
12	Stone flooring					

12.1	Providing and laying flamed finish Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge :					
12.1.1	Flamed finish granite stone slab Jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent.	264	sqm			
12.2	40 mm thick fine dressed stone flooring over 20 mm (average) thick base of cement mortar 1:5 (1 cement : 5 coarse sand), including pointing with cement mortar 1:2 (1 cement : 2 stone dust) with an admixture of pigment to match the shade of stone. (Red Sand Stone)	308	sqm			
12.3	Stepping Stone flooring with grass jointing.					
12.3.1	Kota stone slab 25mm thick flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of slab including rubbing and polishing complete with base of cement mortar (1 Cement:4 Coarse sand)	16.5	sqm			
12.4	Providing and fixing Glass mosaic tiles on finishes plain wall surface of size 20 mm x 20mm x 4mm in all colour, design, fixing in approved design, fixed with help of approved adhesive applied at the rate of 2.5kg per sqm and grouting of the same. All complete as per direction of Engineer-in-charge.	66	sqm			
12.5	50mm downsize washed river pebbles 100 mm thick of whitish / grey colour embedded in cement mortar 1:4	20	sqm			
12.6	Providing and laying sand for play areas	90	cum			
12.70	Providing and fixing 300 x 300 x22 mm blind tiles. All complete as per direction of Engineer-in-charge of approved make.	150	sqm			
12.80	Providing and laying polished vitrified tiles 10 mm thick in different sizes with water absorption's less than 0.08% and conforming to IS:15622 of approved make in all colours and shades, laid on 20 mm thick cement mortar 1:4(1 Cement : 4 Coarse Sand) including grouting the joints with white cement and matching pigments etc. complete.	60	sqm			
13	Cladding and copping					
13.1	Providing and laying gang saw cut 30 mm thick, mirror polished pre moulded and pre polished machine cut granite stone of required size and shape of approved shade, colour and texture in footpath, flooring in road side plazas and similar locations, laid over 20mm thick base of cement mortar 1:4 (1 cement: 4 coarse sand) including grouting the joints with white cement mixed with matching pigment, epoxy touch ups etc. complete as per direction of Engineer-in-Charge.					
13.1.1	With granite stone	233	sqm			

13.2	Wall lining butch work upto 10m height with Dholpur stone 40 mm thick rough facing on the exposed surface with stone strips of minimum length 300 mm and required width, including embedding every tenth layer and bottom most layer in masonry or concrete after making necessary chases of size 75x75 mm and by providing layer of 75 mm thick strips i/c 12 mm thick bed of cement mortar 1:3 (1 Cement : 3 coarse sand) i/c ruled pointing in cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment to match the shade of stone complete as per direction of Engineer-in-charge.	100	sqm			
13.3	Stone work (machine cut edges Veneer work) for wall lining upto 10 m height, backing filled with grout of 12 mm thick cement mortar 1:3 (1 Cement : 3 coarse sand) and jointed with Cement mortar 1:2 (1 cement : 2 stone dust), including rubbing and polishing complete. (To be secured to the backing and the sides by means of cramps and pins).					
13.3.1	25mm thick Kota stone slabs exposed face dressed and rubbed.	500	Sqm			
14	Direction and Place Identification signs upto 0.9 sqm size board. (Providing and erecting direction and place identification retro-reflectorized sign as per IRC:67 made of encapsulated lens type reflective sheeting vide clause 801.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on a mild steel single angle iron post 75x75x6 mm (height from crown level of the road and bottom of the sign board shall not be less than 1.5 m.) firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 x 45 x 60 cm, 60 cm below ground level as per approved drawing including painting of vertical post as per specification.	4	sqm			
15	Miscellaneous items					
15.1	Drinking water fountain as per manufacturer's detail; Detail shall be provided by the bidder and shall be approved by Engineer-In-Charge. Break-up of cost item wise shall be provided by the bidder. (Payment shall be done by item rate.)					
15.1.1	Bi-Level Drinking Water fountain, 8 GPH remote chillier, Modular wall recessed, lead free Water Ways, of approved make.	1	nos			
15.1.2	RO System 50 LPH, 5 Stage Purification with 40 Ltr HPT Tank of approved make.	1	nos			
15.1.3	SS Box with Frame to install DWF (Haws H1011.8) covered by all sides. Height (Inner) 39.3" x Width (Inner) 31.8" * Depth 16" inches. SS Frame of approved make.	1	nos			
15.2	Garden benches made of wood, Cast Iron side, Seat and Back MS Power coated, as per manufacturer's specs and detailing (3 seater benches with back rest). Detail shall be provided by the bidder and shall be approved by Engineer-in-Charge before installation.	5	nos			
15.3	Stainless steel Dustbin, 16inch dia, height 2 feet 6 inch, pole height 4 feet, material grade 304, material thickness 1.56mm, material finish matt.	4	nos			
15.4	Roofing Singles (Certainteed) shall be approved by Engineer-in-Charge.	10	Sqm			
15.5	12mm thick waterproof Kiply covering	28	Sqm			

15.6	Providing and fixing specified Hollowk wood frame work consisting of battens as per design for use in paving, cladding and seating, fixed with rawl plug and drilling necessary holes for rawl plug etc. including priming coat , chemically and thermally treated suitable for external use complete as approved by Engineer-In - Charge.	1	cum			
15.7	25mm wooden planking, tongued and grooved in flooring, including fixing with iron screws complete with second class teak wood	50	sqm			
15.8	38mm thick wooden block flooring of first class teak wood laid over 25mm thick levelling layer of cement concrete 1:2:4(1 cement: 2 coarse sand: 4 graded stone aggregate 10mm nominal size) to be paid separately, coated with a thin layer of hot bitumen penetration 80/25(blow type) @2.45kg/sqm, including fixing blocks in position after dipping in hot bitumen (blown type) up to half depth, planed, levelled smooth and finished complete.	50	sqm			
16	Finishing					
16.1	Finishing walls with textured exterior paint of required shade :					
16.1.1	On old/new work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including base coat of water proofing cement paint applied @ 2.20kg/10 sqm.	1000	sqm			
16.2	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/ 10 sqm of approved brand or manufacture	600	sqm			
16.3	Mural painting on existing walls of play areas with acrylic paints as per artist's expression. The approval shall be provided by the Engineer-in -Charge.	220	sqm			
16.4	Providing wood work in frames of doors windows, other than teak wood	0.5	Cum			
16.5	Providing and fixing panelled or panelled and glazed shutters for doors, windows etc including ISI marked black enamelled M.S. butt hinges with necessary screws, Kiln seasoned and chemically seasoned Hillock wood 35mm thick shutters.	10	Sqm			
16.6	Providing and laying pressed clay tiles (as per approved pattern 20mm nominal thickness and of approved size) on roofs jointed with cement mortar 1:4 mixed with 2% integral water proofing compound laid over a bed of 20mm thick cement mortar 1:4 and finished neat complete	50	sqm			
17	Demolishing & dismantling					
17.1	Demolishing cement concrete by manually/mechanical means including disposal of material within 50 meters lead as per direction of Engineer-in-charge.					
17.1.1	1:3:6 or richer mix	1300	cum			
17.2	Demolishing Paver blocks including stacking of material within 50 meters lead as per direction of Engineer-in charge	500	Sqm			
17.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in charge	100	cum			
17.4	Demolishing brick work manually/by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in charge					
17.4.1	In cement mortar	1000	cum			

17.5	Removing mortar from bricks and cleaning bricks including stacking within a lead of 50m (stacks of cleaned bricks shall be measured):					
17.5.1	From brick work in cement mortar	1	1000 Nos			
17.6	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 meters lead as per direction of Engineer-in-charge.	8000	kg			
17.7	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 meters lead.	50	sqm			
17.8	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 meters lead	500	kg			
17.9	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 meters lead.					
17.9.1	of area 3 sq. meters and below	4	each			
17.10	Dismantling roofing including ridges, hips valleys and gutters etc., and stacking the material within 50 meters lead of:					
17.10.1	G.I. Sheet	50	Sqm			
	SUB TOTAL					
C	Play Equipment's					
	For detail, Play Equipment Drawings may be referred. Cost shall include freight and installation charges with complete work.					
1	BIKE RIDER	1	Nos.			
2	HORSE RIDER	1	Nos.			
3	BIRD RIDER	1	Nos.			
4	SEE SAW 4 SEATER	2	Nos.			
5	MERRY GO ROUND	1	Nos.			
6	MULTI PLAY SYSTEM (WITH SWING)	1	Nos.			
7	MERRY GO HIP HOP	1	Nos.			
8	MULTI PLAY SYSTEM(WITHOUT SWING)	1	Nos.			
	SUB TOTAL					
D	PLUMBING , DRAINAGE & FOUNTAIN WORKS					
1	Jet fountain works for Circular water body including plumbing and all accessories. Scope includes supply of fountain and accessories, installation, fitting, testing, including music system its speakers & support electrical accessories etc. (for detail specification and scope refer Annexure D of bid document and for schematic drawing refer respective drawing). (Bidder shall provide detail drawings and details of all items and shall be approved by Engineer-in – Charge. (Payment shall be done as Item rate).	1	Nos.			
2	Drinking water fountain plumbing works from water mains up to drinking water fountain and waste water plumbing from drinking water fountain up to disposal point including supply of pipes, accessories , fitting, installation etc. complete work .(Payment shall be done as item rate)	1	LS			
3	Toilet block and septic tank plumbing works from water mains up to toilet block and internal plumbing of whole toilet block and plumbing from toilet block up to septic tank and inspection chamber if any and from septic tank to drain including supply of pipes, accessories, fitting, installation etc. complete work .Approval shall be done by Engineer-in - Charge and payment shall be done as item rate.	1	LS			
	SUB TOTAL					

E	Construction of Toilet Block					
1	Earth work in excavation by mechanical means (hydraulic excavator) / manual means including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil in cum.	80	Cum			
2	Supplying and filling in plinth under floors including watering, ramming consolidating and dressing complete.					
2.1	Moorum/Hard copra	6	Cum			
3	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering All work up to plinth level. Cement concrete grade M-10 (Nominal Mix) with 20 mm maximum size of stone aggregate	14	Cum			
4	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work up to plinth level :					
4.1	Cement concrete grade M-20 (Nominal Mix) with 20 mm maximum size of stone aggregate	35	Cum			
5	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor two level excluding the cost of centring, shuttering, finishing and reinforcement with Cement concrete grade M-20 (Nominal Mix with 20 mm maximum size of stone aggregate).	15	Cum			
6	Cantering and shuttering including strutting, propping etc. and removal of form for					
6.1	Foundations, footings, bases of columns, etc. For mass concrete.	90	Sqm			
6.2	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	90	sqm			
6.3	Suspended floors, roofs, landings, balconies and access platform	130	Sqm			
7	Brick work with well burnt open bhatta bricks crushing strength not less than 25kg/cm ² and water absorption not more than 20% in foundation and plinth In cm 1:4 including labour rate.					
7.1	Masonry below plinth beam	20	Cum			
8	Brick work with well burnt open bhatta bricks crushing strength not less than 25kg/cm ² and water absorption not more than 20% in above plinth level up to floor two level In cm 1:4. including labour rate	40	Cum			
9	12mm thick cement plaster in cement mortar 1:6	800	Sqm			
10	Reinforcement for R.C.C. work including straightening cutting, bending, placing in position and binding including cost of binding wire up to floor two level including all wastages etc. Complete					
10.1	Hot rolled deformed bars	3500	kg			
11	Providing & laying 1st quality ceramic glazed floor tiles 300 x 300 mm (9-10mm thickness) of 1st quality conforming to IS: 15622 of approved make in colours such as white ivory, Grey ,Fume Red Brown ,laid on 20mm thick cement Mortar 1:4(1cement:4 coarse sand) including pointing the joints with white cement & matching pigment etc. Complete	60	Sqm			
12	Structural steel work in single section fixed with or without connecting plate including cutting hoisting fixing in position and applying a priming coat of approved steel primer all complete.	50	Kg			

13	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (6 to 7mm thick) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in- Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete. Including labour rate.	125	Sqm			
14	Providing and fixing pressed steel door/window frames conforming to IS 4351 manufactured from commercial mild steel of 1.25mm thickness including hinges jamb lock jamb, bead and if required angle threshold of mild steel angle of section 50x25mm or base ties of 1.25mm pressed mild steel welded or rigidly fixed together by mechanical means, adjustable lugs with split end tail to each jamb including steel butt hinges 2.5mm thick with mortar guards lock strike plate and shock absorbers as specified and applying a coat of approved steel primer after pre-treatment of the surface as directed by engineer in charge, single rebate 80x50mm including labour rate..	15	Rm			
15	Providing and fixing ISI marked flush door shutter conforming to IS 2202 (Part I) non decorative type ,core of block board construction with frame of 1st class hard wood & well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both of shutters , 35mm thick including ISI marked Stainless Steel butt hinges with necessary screws.	5	Sqm			
16	Providing and fixing ISI marked oxidised M.S. Sliding door bolts with nuts & screws etc. complete 250x16mm	8	Each			
17	Providing and fixing ISI marked oxidised M.S tower bolt black finish with necessary screws etc complete 150x10mm	8	Each			
18	Providing and fixing aluminium handles anodized transparent or dyed to required colour or shade with necessary screws complete, 125mm.	3	Each			
19	White washing on new work to give an even shade.	200	Sqm			
20	Finishing walls with water proofing cement paint of required shade, New work two or more coats applied @3.84kg/10sqm to give an even shade	200	Sqm			
21	Providing and fixing white vitreous china water closet squatting pan (Indian type) Orissa pattern W.C. pan of size 580 mm x 440mm	5	Each			
22	Providing and fixing white vitreous china laboratory sink including making all connections excluding cost of fittings size 600x450x200mm	4	Each			
23	Providing and fixing PVC waste pipe for sink or wash basin including PVC waste fittings complete flexible type 40mm dia	4	Each			
24	Providing and fixing 100mm sand cast Iron grating for gully trap	4	Each			
25	Providing and fixing mirror of superior glass(of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6mm thk hard board backing, rectangular shape 1500x450mm	2	Each			
26	Providing and fixing toilet paper holder vitrous china	9	Each			
27	Providing and fixing controlled flush, low level cistern made of vitrous china with all fittings complete 10 litre(full flush) capacity -white	5	Each			
28	Providing and fixing a pair of white vitrous china foot rests of standard pattern for squatting pan water closet 250x130x30mm	5	Pair			

29	Providing and fixing white vitreous china flat back half stall urinal of size 580x380x350mm with white PVC automatic flushing cistern, with fittings, standard size CP brass flush pipe, spreader with unions and clamps (all in CP brass) with waste fitting as per IS 2556, CI trap with outlet grating and other couplings in CP brass including painting of fittings and cutting and making good the walls and floors wherever required. Range of two half stall urinals with 5 litre P.V.C. automatic flushing cistern.	3	Each			
30	Providing and fixing S.W. gully trap complete with C.I grating brick masonry chamber in cement mortar 1:4 with water tight C.I. cover with frame of 300x300 mm size including necessary excavation, cement concrete grade M-10 nominal mix with stone aggregate 40mm nominal size, fixing CI cover with frame in cement concrete grade M-15 with stone aggregate 20mm nominal size, 12mm thick cement plaster 1:2 finished with a floating coat of neat cement complete. 100 x 100 mm size "P" Gully Trap Chamber.	10	Rm			
31	Providing and fixing GI pipes complete with G.I. fitting and clamps including cutting and making good the wall etc					
	(a) 15 mm Nominal bore	15	Each			
	(b) 20 mm Nominal bore	10	Rm			
32	Providing and laying pressed clay tiles (as per approved pattern 20mm nominal thickness and of approved size) on roofs jointed with cement mortar 1:4 mixed with 2% integral water proofing compound laid over a bed of 20mm thick cement mortar 1:4 and finished neat complete.	70	Sqm			
33	Providing gola 75x75 mm in cement concrete M15 with aggregate 10mm and down grade including finishing with cement mortar 1:3 as per standard design	50	Rm			
34	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete M15 with aggregate of 20 mm nominal size over PVC sheet 1mX1mX400 micron finished with 12mm cement plaster 1:3 and a coat of neat cement rounding the edge sand making and finishing the outlet complete	8	Each			
35	Providing and fixing on wall face unplasticized rigid PVC rain water pipes conforming to IS 13592 type A including jointing with seal ring conforming to IS 5382 leaving 10mm gap for thermal expansion, single socket pipes 75mm dia	40	Rm			
	Sub Total					
F	Lighting and Electrical works					
	Internal					
1	Point Wiring in surface rigid P.V.C. conduit system with Flush type Accessories.					
	Point wiring including metallic switch box, sheet, switches, sockets, lamp holders/ceiling roses etc with 1.5 Sq. mm. PVC insulated cable FR with copper multi strand conductor ISI marked in Surface rigid P.V.C. conduit (MMS) ISI Marked of suitable size and 1.5 Sq. mm. PVC insulated copper earth continuity conductor of green colour inside conduit including painting etc. as required as per specification for :-					
1.1	One light point with 5 Amp. Switch.	10	Nos			
1.2	Exhaust fan point with 5 Amp. Switch and Socket	2	Nos			
1.3	One 5 pin 5 amp shuttered socket outlet with 5 amp switch on switch board (Dependent).	2	Nos			
2	Circuit Wiring					

	Wiring for circuit wiring with PVC insulated cable FR with copper multi strand conductor ISI marked in Surface rigid P.V.C. conduit (MMS) of ISI marked suitable size including painting etc. as required as per specification					
	a) 2.0 x2.5 Sq.mm.	8	M			
3	Supply and fixing of ISI marked (IS:9537-part 3 & 3419) PVC conduit in concealed / exposed system in wall, ceiling or on floor including cutting of brick / RCC work, laying of conduit and fixing it with M.S. hooks and then plastering with cement, sand mortar finished to the level, providing necessary sockets, bends, tees, junction boxes of required sizes etc as directed at site by the engineer-in-charge with supply of all material labour and T & P required for proper completion of work. conduit being laid either in concealed system in ceiling slab or wall or on surface including flexible conduits or through wooden partition including clamping arrangements as required. (Note : 2 mm thick, heavy duty PVC conduit shall be laid in RCC Slab / RCC walls and 1.6 mm thick medium duty conduit shall be laid in Brick / Block work walls)					
3.1	25 mm dia. conduit (2 mm thick)	10	M			
3.2	25 mm dia. conduit (1.6 mm thick)	10	M			
4	Supplying, fixing, connecting, testing and commissioning of following rating, ISI marked (IS 8828) 240 / 415 volts, 10 KA, Miniature Circuit Breaker (MCB) of single / double / three / four poles in the existing MCB DB or in existing MS enclosure complete in all respects.					
4.1	6 to 32 Amp. SP MCB	3	Nos			
4.2	32 Amp. DP MCB	2	Nos			
5	S/F of sheet steel enclosure for with 4P DIN rail, neutral link and earth terminal.	1	Nos			
6	SITC of LED bulbs 14W on existing holder as required complete in all respects.	10	Nos			
7	SITC of 300mm dia Exhaust fan as required complete in all respects.	2	Nos			
8	SITC of electrical panel for water bodies for outdoor application, shop drawing (GAD) to be vetted from site in charge before fabrication.	1	Nos			
	External					
1	Supply , installation testing and commissioning of outdoor type external lighting feeder pillar of suitable size made out of M.S. sheet 2mm thick (14 SWG) duly compartmentalized, double door with locking arrangement (IP-65), duly fixed on MS angle iron frame work of size 50mm x 50mm x 6mm, 90 cm long legs out of which 45 cm duly grouted in cement concrete 1:2:4 (1 cement : 2 sand :4 stone aggregate 20mm) and having following accessories mounted inside the cubical panel i/c connection, inter connection with aluminium thimbles, earthing with two nos. earth struds duly painted with power coating and 9 tank process of approved shade complete etc. as required.					
	Supply and fixing of following accessories in the existing cubical panel board / feeder pillar including connection testing etc. as required.					
	Power contactor 6 sets of single pole of 60 Amps.					
	Astronomical Timer (L&T - T3DDT0 or Equivalent) 2nos.					

	The above board shall be complete with 3 nos. phase indicating lights, flush mounted multifunction energy analyser meter (EM6400 of conserve or equivalent), CT's, PT's, selector switches, protective fuses etc. at Incomer with all interconnections by min. 2.5 sq.mm. Copper wires.					
	Danger notice plate					
(i)	External Lighting Feeder Pillar (1) :-					
	INCOMER : 63 AMP FP MCCB (25 KA)					
	BUS BAR : 200 AMP, 500 Volts, 3 phase 50 HZ FP high conductivity electrolytic Aluminium bus bar. The current density of bus bar shall be minimum 1.00 sq mm / amp.					
	OUT GOINGS : 5 Nos. 6-32 AMP FP MCB (10 KA)	1	Set			
	10 nos. 6-32 AMP DP MCB (10 KA)	1	Set			
2	CABLES					
(li)	Supply, Laying and testing of aluminium conductor cable XLPE insulated armoured, served, sheathed 1100 volts grade at 600 mm below ground level over a cushion of 75 mm thick fine river sand around & protected with brick on top including excavation & back filling. The armouring of the cable shall be properly connected with the earth conductor including fixing of palm or pin type AL cable socket (lug) / end terminations to the cable leads, insulating with tape and making connections with brass / nickel plated double compression gland, providing cable tags complete in all respect including supply of sand, bricks, lugs, and compression glands etc complete upto the satisfaction of Engineer-in-charge.					
A	6 sqmm 2 core	730	M			
B	10 sqmm 4 core	420	M			
C	25 sqmm 4 core	150	M			
3	SITC OF EXTERNAL LIGHTING FIXTURES / POLE					
A	Supply Installation, testing and commissioning of LED type post top lantern light 30W fixtures with required 4m pole, lamps, control gears, including connection with 3x1.5 sqmm flexible fire retardant copper connecting wire of required length complete as required for outdoor application.	19	Nos			
D	Supply Installation, testing and commissioning of LED type under water LED light 12V, IP68 Luminaire made of Stainless steel body fixtures with required lamps, control gears, including connection with 3x2.5 sqmm flexible fire retardant copper connecting wire of required length complete as required for outdoor application.	10	Nos			
E	Supply Installation, testing and commissioning of LED type Spike light 3W fixtures with required lamps, control gears, including connection with 3x1.5 sqmm flexible fire retardant copper connecting wire of required length complete as required for outdoor application.	17	Nos			
F	Supply Installation, testing and commissioning of LED type Gate light 30W fixtures with required lamps, control gears, including connection with 3x1.5 sqmm flexible fire retardant copper connecting wire of required length complete as required for outdoor application.	6	Nos			
G	Supply Installation, testing and commissioning of LED type Flood light 70W fixtures with required 4m pole, lamps, control gears, including connection with 3x1.5 sqmm flexible fire retardant copper connecting wire of required length complete as required for outdoor application.	2	Nos			

I	Supply Installation, testing and commissioning of LED strip light 24V, 15W/mtr with driver, control gears, including connection with 3x1.5 sqmm flexible fire retardant copper connecting wire of required length complete as required for outdoor application.	30	M			
J	Supply Installation, testing and commissioning of LED type Down lighter 6W fixtures with required lamps, control gears, including connection with 3x1.5 sqmm flexible fire retardant copper connecting wire of required length complete as required for outdoor application.	4	nos			
K	Supply , laying and jointing of ISI marked HDPE (DWC) pipe 63mmID/77mmOD for cable laying including transportation and accessories required complete in all respect	30	M			
L	SITC of polycarbonate weather proof (IP- 55) outdoor type junction box including terminal/connector block as required by site in charge.	8	nos			
4	G.I. EARTHING					
A	Supply & burrying of 600mm x 600mm x 6.0mm G.I. plate, vertically for earthing with its top at least 3 meters below ground level complete with 20 mm G.I. pipe for watering funnel, 300 mm square C.I. frame with hinged cover, masonry housing, alternate layers of coke and salt at least 150 mm thick alround including excavation and back filling etc. complete in all respects. (for Feeder Pillar)	2	Nos			
B	Providing & fixing 25mm x 5mm G.I. strip on surface, in recess or in ground including connections etc. as required	10	M			
C	Providing and laying 6 SWG dia G.I. wire on surface, in recess or in ground including connections for earthing as required along with cables.	1,120	M			
	SUB TOTAL					
G	Irrigation					
1	Earth work in excavation for pipe trench in all kinds of soil and WBM in areas including dressing, watering and ramming and disposal of excavated earth lead up to 50 meters and lift upto 1.5m, disposal earth to be levelled, neatly dressed.	165.00	Cum			
2	Providing, laying and joining following P.V.C. pipes with solvent cement joint for 10kg/cm2 pressure including testing of joints, cost of jointing materials etc. complete in all respect.					
2.1	50mm	190.0	RM			
2.2	40mm	140.0	RM			
2.3	25mm	300.0	RM			
3	Filling with moorums for pipe bedding or over the pipe including supply of moorum	65.0	Cum			
4	Filling available excavated earth in trenches, plinth sides of foundation in layers not exceeding 20cm in depth including consolidation of each layer by ramming watering, lead up to 50m and lift up to 1.5m in all kinds of soils.	100.0	Cum			
5	Supply and installation of following drip emitters including required length of 13mm of LDPE drip tube with stakes at every 3m barbed fitting etc.					
5.1	Single outlet 1/2 GPH pressure complementary drip emitter	6000	Nos.			
5.2	Single outlet 1GPH pressure complementary drip emitter	1000	Nos.			
5.3	Multi outlet 6 nox* 1GPH pressure complementary drip emitter	125	Nos.			

6	Supply and installation of plastic popup and spray sprinkler with all fittings with					
6.1	Full circle nozzle	16	Nos.			
6.2	Adjustable Nozzle	40	Nos.			
7	Supply and installation of 50mm pressure adjusting plastic solenoid valve assembly (solenoid valve pressure range 1.5 bar to 10.0 bar), with plastic ball valve (10.0 bar pressure) union joint HDPE rectangular valve box etc.	8	Nos.			
8	Supply and installation of solenoid single core cabling (AWG-12) to connect all solenoid valves to irrigation controller.	1000	M			
9	6 station plastic outdoor controller (with pump start option) 230 VAC Wall mounted IP-56,temp. -18degree centigrade to 60 degree centigrade, transformer output (24 VAC:0.56A) including all electric supply and earthing	2	Nos.			
10	25 mm quick coupling valve (Red Brass and Steel) assembly in HDPE 10" valve box including all fittings to the pipe network.	2	Nos.			
11	Supply of 1.5" Disc filter (130 micron filtration) (10.0 bar rating)(5-10 m3/hr)	1	Nos.			
12	Supply of air release valve 2"(10.0bar rating)	2	Nos.			
13	Supply of pressure release valve 2" (10.0 bar ratings	1	Nos.			
14	Providing and laying mechanically mixed cement concrete(M15 grade) 20mm maximum size with graded crushed stone including cost of shuttering	1	Cum			
15	Submersible pump (135lpm at 45 m head) with control panel (with 24 volt pump start contactor)	1	Nos.			
16	Fitting and accessories	1	Lot			
17	Installation, testing and commissioning	1	Lot			
Sub Total						
Total Cost						
Total Cost including Operation and Maintenance for 5 years (O&M shall be as per scope mentioned in Section-3 Annexure Q) The Payments Terms shall be as per Annexure Q of the RFP document						

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 GSCDCL at your quoted bid for each item total of which amounting to Rs. on the bill of quantities of RFP document.

You are requested to submit the following 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 (In prescribed format as per Annexure – J) being 5% of the accepted quoted cost. The performance security shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank valid up to Contract Period plus 180 (one hundred and eighty) days.
- b. The Additional Performance Security/ Additional Performance Guarantee of Rs. _____ (in figures) (Rupees _____ in words) only. (In prescribed Format as per Annexure – J) The Additional Performance Security shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank valid up to Contract Period plus 180 (one hundred and eighty) days.
- c. Duly signed Contract as prescribed in Section - 3

Please note that the time allowed for carrying out the work as entered in the bid is 7 months including/ excluding rainy season, shall be reckoned from the date of signing of the Contract Agreement.

Signing the contract shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required.

Therefore, after signing of the contract, the Contractor is directed to contact Engineer-in-charge for taking the possession of site and necessary instructions for starting the work.

Yours faithfully,

Executive Director
Gwalior Smart City Development Corporation Limited

PERFORMANCE SECURITY

To

Executive Director

Gwalior Smart City Development Corporation Limited

_____ [Address of Employer]

WHEREAS _____ [name and Address of Contractor]

(Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No. _____ Dated _____ to execute _____ [Name of Contract and brief description of Works] (herein after called "the Contract").

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

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

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

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand. We also state that you are no way required to justify the demand raised to us.

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

This Guarantee shall be valid until 180 (one hundred and eighty) days from the date of expiry of the Contract Period.

Signature, Name and Seal of the Guarantor _____

Name of
Bank _____

Address _____

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

Date _____

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

SECTION 3
Conditions of Contract
Part – I General Conditions of Contract [GCC]

Table of Clauses of GCC

Clause no.	Particulars	Clause no.	Particulars
	A. General	21	Payments for Variations and / or Extra Quantities
1	Definitions	22	No compensation for alterations in or restriction of work to be carried out.
2	Interpretations and Documents	23	No Interest payable
3	Language and Law	24	Recovery from Contractors
4	Communications	25	Tax
5	Subcontracting	26	Check Measurements
6	Personnel	27	Termination by Engineer in charge
7	Force Majeure	28	Payment upon Termination
8	Contractor's Risks	29	Performance Security
9	Liability For Accidents To Person	30	Security Deposit
10	Contractor to Construct the Works	31	Intentionally Deleted
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13	Programme		E. Finishing the Contract
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16	Intentionally Deleted		F. Other Conditions of Contract
	C. Quality Control	37	Currencies
17	Tests	38	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labour Regulations& Construction Safety
	D. Cost Control	40	Audit and Technical Examination
19	Variations - Change in original Specifications, Designs, Drawings etc.	41	Death and Permanent Invalidity of Contractor
20	Extra Items	42	Jurisdiction
		43	Monthly RA bills

A. General

1. DEFINITIONS

- 1.1 Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2 CEO :** means Chief Executive Officer of Gwalior Smart City Development Corporation Limited
- 1.3 Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of Contract.
- 1.4 Contract:** means the Contract between GSCDCL and the Contractor to execute, complete and maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5 Contract Data:** means the documents and other information which comprise of the Contract.
- 1.6 Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7 Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.8 Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.9 Completion of work:** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10 Day:** means the calendar day.
- 1.11 Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12 Department:** means GSCDCL
- 1.13 Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14 Employer:** means **GSCDCL** 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 / her for specified functions. The word Employer/Government/Department wherever used denote the Employer
- 1.15 Engineer/ Engineer in Charge:** means Engineer of PDMC/ Engineer appointed by GSCDCL
- 1.16 Competent Authority :** means Chief Executive Officer, GSCDCL or any person authorized by CEO, GSCDCL
- 1.17 GSCDCL:** GWALIOR SMART CITY DEVELOPMENT CORPORATION LTD, GWALIOR, M.P.
- 1.18 Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.19 Government:** means Government of Madhya Pradesh.
- 1.20 In Writing:** means communicated in written form and delivered against receipt.
- 1.21 Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.22 PDMC:** means KPMG Advisory Services Private Limited in Consortium with Tractebel Engineering Private Limited have been appointed as the Project Development and Management Consultant (PDMC) by GSCDCL, Gwalior
- 1.23 Schedule of Rates:** means, Schedule of Rates (SOR) of Urban Administration and Development Department, Government of Madhya Pradesh w.e.f. 10th May 2012 with upto date amendments.
- 1.24 Superintending Engineer:** means Superintending Engineer of the Concerned Division of the MP, GSCDCL as the case may be.
- 1.25 Stipulated date of completion:** means the date on which the Contractor is required to complete the work. The stipulated date/ period is specified in the Contract Data.

- 1.26 Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.27 Start Date:** means the date 14 (fourteen) days after the signing of agreement for the work.
- 1.28 Sub-Contractor:** means a person or corporate body who has a Contract (duly authorized by the Employer) with the Contractor to carry out a part of the construction work under the Contract.
- 1.29 Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.30 UADD :** Urban Administration and Development Department
- 1.31 Variation:** means any change in the work which is instructed or approved as variation under this contract.
- 1.32 Work:** the expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

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

2.2 Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

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

postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. Subcontracting

Subcontracting shall be permitted for contracts value not more than amount specified in the Contract Data with following conditions.

- a. The Contractor may subcontract up to 25 (twenty five) percent of the contract price, only with and after the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. The following shall not form part of the sub-contracting:
 - i. hiring of labour through a labour Contractor
 - ii. the purchase of Materials to be incorporated in the works
 - iii. hiring of plant and machinery
- c. The sub-contractor will have to be registered in the **appropriate category** in the centralised registration system for Contractors of the Government of Madhya Pradesh.

6. Personnel

6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure G-2 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 3 (three) days and has no further connection with the Works in the Contract.

7. Force Majeure

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

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

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

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

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

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

7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed 12 (**twelve**) months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

- 8.1** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2** All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the Contractor shall be the responsibility of the contractor alone, notwithstanding the fact that designs/ drawings or other documents have been approved by the department.
- 8.3** The Successful Bidder should comply with all applicable laws and rules of Government of India/ Government of Madhya Pradesh/ Urban Local Bodies.
- a. The Successful Bidder shall also ensure that all manpower deployed by it shall be given mandatory weekly off and payments as required under the applicable laws. However, no separate payments will be made by the GSCDCL for working on Sundays, festivals and other holidays. The work has to be carried out 365 days a year.
 - b. The Successful Bidder shall be solely responsible for complying with all statutory provisions relating to manpower engaged for this contract and in the event of any liability on GSCDCL by virtue of its being principal employer due to failure of the Successful Bidder to comply with all applicable laws, the Successful Bidder shall indemnify and reimburse the amount payable to GSCDCL on this account.
 - c. If any accident, any injury or physical harm to any person is caused during operations within the contract period of the Successful Bidder, the Successful Bidder shall be solely responsible and shall bear all the cost associated with such eventualities. The Successful Bidder also agrees and undertakes to indemnify and keep indemnified GSCDCL, its directors/ employees/ agents.

9. Liability for Accidents to Person

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

10. Contractor to Construct the Works

- 10.1** The Contractor shall construct, install, fix, test, and commission 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 as per best Engineering practice or as directed by Engineer-In-Charge. In the event of any disparity between the written specifications and BIS provisions, the provisions in BIS shall prevail.
- 10.3** The Contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools implements and generally of all means used for the fulfilment of this contract whether such means may or may not approved of or recommended by the Engineer.

11. Discoveries

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

12. Dispute Resolution System

- 12.1** No dispute can be raised except before the Competent Authority as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2** No issue of dispute can be raised after 45 (forty five) days of its occurrence. Any dispute raised after expiry of 45 (forty five) days of its first occurrence shall not be entertained and GSCDCL shall not be liable for claims arising out of such disputes.
- 12.3** The **Competent Authority** shall decide the matter within 45 (forty five) days.

- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 (thirty) days to the Appellate Authority as defined in the Contract data. The **Appellate Authority** shall decide the dispute within 45 days.
- 12.5 In the case of dispute arising, upon or in relation to, or in connection with the contract between GSCDCL and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the GSCDCL and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CEO, GSCDCL. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- Arbitration proceedings shall be held in Gwalior, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by GSCDCL and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- 12.6 The Contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum

B. Time Control

13. Programme

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 13.2 The programme 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, along with the Programme
- 13.3 An update of the Programme shall be 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 its having been unavoidably hindered in its execution or on any other grounds, it shall apply, in writing, to the Engineer-in-charge, on account of which it 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 -7 or clause- 15 of this agreement.
- 14.3 In case of the work already in progress, the Contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

15. Compensation for delay

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

C. Quality Control

17. Tests

- 17.1 The Contractor shall be responsible for:
 - a. Carrying out the tests prescribed in specifications shall be got carried out through Laboratories accredited by National Accreditation Board of Laboratories (NABL) by the Engineer-In –Charge at the cost of the Contractor or such testing charges will be borne by the employer and will be recovered/deducted from the payments due to the Contractor.
 - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

18. Correction of Defects noticed during the Defect Liability Period

- 18.1 The defect liability period of work in the contract shall be for a period of 5 (five) years after the completion of the work
- 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 for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Employer, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the Contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which it had agreed to do the main work.

- 19.2** The time for the completion of the Work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer –in-charge shall be conclusive as to such proportion.
- 20. Extra items**
- 20.1** All such items which are not in the priced Bills of Quantities (BOQ) shall be treated as extra items.
- 21. Payments for Variations and / or Extra Quantities**
- 21.1** The rates for the additional (Extra Quantities), altered or substituted work/ extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-
- 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.
 - If the item is not in the priced BOQ and is included in the Schedule of Rate (SOR) of the department, the rate shall be arrived as per SOR rate plus the price escalation up to 2017-2018.
 - If the rates of the altered or substituted work are not provided in applicable SOR-such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
 - If the rates which are for the altered, substituted work, cannot be determined in the manner specified in the sub clause (c) above, then the rates for such composite work item shall be worked out on the basis of the concerned schedule of rates approved by Engineer in charge
 - If the rates of a particular part or parts of the item is not in the schedule of rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
 - 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 (e). In case the Contractor does not accept the rate approved by Engineer-in-charge for a particular item, the Contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.
- 22. No compensation for alterations in or restriction of work to be carried out.**
- 22.1** If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the Contractor and withdraw the 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 its rights.
- 23. No Interest Payable**
- No interest shall be payable to the Contractor on any payment due or awarded by GSCDCL.
- 24. Recovery from Contractors**
- Whenever any claim against the Contractor for the payment arises under the contract, the Department shall be entitled to recover such sum by:
- 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.
 - 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/ arrangement of the department, including the securities which become due for release.
 - 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 all applicable taxes of Central and State Governments, local bodies and authorities.
- 25.2 The liability, if any, on account of quarry fees, royalties, octroy and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
- 25.3 Any increase in price due to 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 GSCDCL 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 judgement 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 (fourteen) days' written 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-in-Charge shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.
- 28.2 payment on termination under clause 27.4 above, the Engineer-in-Charge shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

29. Performance Security

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

30. Security Deposit

- 30.1 Security deposit shall be deducted from the each running bill at the rate as specified in the contract data. The maximum limit of deduction of security deposit will be up to 5 % of Final contract amount.

- 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 180 (one hundred and eighty) days from the date of expiry of the Contract Period.

- 30.3 The Security Deposit shall be refunded on completion of contract period.

31. Deleted

32. Deleted

33. Deleted

34. Payment Certificates

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

- (a) The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed as per the Billing Break-up in section 4.
- (b) The Engineer-in-Charge 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 in charge.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Billing Breakup given in Section 4.
- (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-in-Charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (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 General Conditions of Contract.

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-in-Charge with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 (twenty one) days of issue of certificate of physical completion of works. The Engineer-in-Charge shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 (forty five) days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer-in-Charge shall issue within 45 (forty five) days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the Competent Authority as defined in the Contract Data, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.
- 36.2 In case the account is not received within 21 (twenty one) days of issue of Certificate of Completion as provided in clause 35.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 (twenty eight) days of issue of Certificate of Completion.

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

39. Compliance with Labour Regulations and Construction Safety

- 39.1 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bylaws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Engineer-in-Charge shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.
- I. The Contractor or its sub-Contractors shall be solely responsible for complying with all statutory provisions relating to manpower engaged by, for, or through them. In the event of any liability on GSCDCL by virtue of its being principal employer due to failure of the Contractor or its sub-Contractors to comply with all applicable labour legislations, the Contractor and its sub-Contractors Bidder shall indemnify and/or reimburse the amount payable by GSCDCL, if any on this account.
- II. If any accident, any injury or physical harm to any person is caused during operations within the contract period, the Contractor and its sub-Contractors, as the case may be the Contractor sub-

Contractors shall be solely responsible and shall bear all the cost and consequences' associated with such eventualities. The Contractor and its sub-Contractors also agrees and undertakes to indemnify and keep indemnified GSCDCL, its directors/ employees/ agents and its consultants.

39.2 Construction Safety

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

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 sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done under the contract and found not to, have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for GSCDCL to recover the same from him in the manner prescribed in clause 24 above and if it is found that the Contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by GSCDCL to the Contractor.

41. Death or permanent invalidity of Contractor

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

42. Jurisdiction

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

43. Monthly Running Account (RA) Bills

The payment certificates shall be regulated as per the provisions of clause 34 of the contract.

- 43.1 Upon the signing of agreement the Engineer-in-Charge shall decide the date of submission of monthly statement (RA Bills) as mentioned in clause 34 (a)
- 43.2 The Engineer-in-Charge shall check the Contractor's monthly statement (RA Bills) and certify the amount to be paid to the Contractor within 7 days of submission of monthly statement (RA Bills).
- 43.3 The Employer shall ensure the payment to the Contractor as per clause 34 (d), (e), (f) & (g) within 30 (thirty) days of submission of monthly statement (RA Bills).

[End of GCC]

Contract Data

Clause reference	Particulars	Data
1.14	Employer	GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED
1.15	Engineer / Engineer in charge	Engineer as notified by Employer
1.25	Stipulated period of completion	7 months including rainy season
3	Language and Law of Contract	English and Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure F
	Address & contact details of the Employer/Engineer-phone, Fax, E-mail.	_____
5	Subcontracting permitted for contract value	25% of the Contract value
6	Technical Personnel to be provided by the contractor – Requirement & Deployment Committed	As per Annexure G-2
	Penalty, if required Technical personnel not employed	As per Annexure G-2
1.26	Specifications	Annexure D
	Drawings	Attached Separately
1.16	Competent Authority for deciding dispute under Dispute Resolution System	Executive Director, GSCDCL
	Authority for deciding dispute under Dispute Resolution System	Executive Director (GSCDCL)
13	Period of submission of updated construction program	15 days upon signing the Agreement and every month thereafter
	Amount to be withheld for not submitting construction program in the prescribed period	0.20% of the Contract Amount
14	Competent Authority for granting Time Extension	Appropriate authority within the GSCDCL after scrutiny and recommendation by Chief Executive Officer
13	Milestones laid down for the contract	-
	If Yes, details of milestones	As per Annexure K
	Liquidated Damages	As per Annexure L
18	Defect Liability Period	5 years after physical completion of work

Clause reference	Particulars	Data
15	Penalty	Penalty shall be recovered from (a) Security deposit as per clause 30 of General conditions of contract and (b) Liquidated damages imposed as per clause 15 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	5 % of contract amount valid till 180 Days from the date of expiry of the Contract Period.
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, Security Deposit will be returned after successful completion of Defect Liability Period (DLP).

Clause reference	Particulars	Data
35	Completion certificate- After physical completion of the work	As per Annexure – M
	Final Completion Certificate – after final payment on completion of the work	As per Annexure – N
39	39.1 Salient features of some of the major labour laws that are applicable	As per Annexure – O
	39.2 Salient features of some Construction Safety laws that are applicable	As per Annexure – P

DETAILS OF MILESTONES

The time allowed for the carrying out the work, as entered in the bid shall be strictly observed by the Contractor and shall be deemed to be essence of the contract and shall be reckoned immediately from the date of issue of the order to commence the work issued to the Contractor.

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

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

COMPENSATION FOR DELAY

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

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

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

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

Physical Completion Certificate

Name of Work:

Agreement No. _____ Date _____

Amount of Contract Rs _____

Name of Agency: _____

Used Measurement Book No.: _____

Last measurement recorded

a. Page No. & MB No.: _____

b. Date: _____

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

Date of issue

Engineer-in-charge

Final Completion Certificate

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Used Measurement Book No. _____

Last Measurement recorded

b. Page No. & MB No. _____

c. Date _____

Certified that the above mentioned work was physically completed on _____ (date)

And taken over on _____ (date).

Agreement amount Rs. _____

Final amount paid to contractor Rs. _____

Incumbency of officers for the work

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

Date of Issue

Engineer-in-charge

Salient Features of Some of the applicable Labour Laws

- (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 Provident Funds and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of provident fund accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for maternity benefit and some other benefits to women employees.
- (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.
- (f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of

children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) Building and Other Construction Workers' Welfare Cess Act, 1996 and the Building and other Construction workers (Regulation of Employment and Conditions of Service) Act, 1996 - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (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.

CONSTRUCTION SAFETY

- 1) IS: 3696(Part-1, 2) Safety code for scaffolds and ladder
- 2) IS: 3764 Safety code for excavation work
- 3) IS: 7205 Safety code for erecting of structural steel work
- 4) SP: 70-2001 Handbook on Construction Safety Practices

1. On all excavation work, safety precautions for the protection of life and property are essential: While measures to avoid inconveniences to the public are desirable. Such measures and precautions include the erection and maintenance signs (to forewarn public), barricades, bridges, and detours: placing and maintenance of lights both for illumination and also as danger signals, provision of watchmen to exclude unauthorized persons particularly children, from trespassing on the work: and such other precautions as local conditions may dictate.

2. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)

3. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

4. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)

6. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ ") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person.

7. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work.

- (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;
- (iv) After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v) After the completion of the bore well, the Contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi) After the bore well is drilled the required area should be brought to the ground level.

8. Demolition - before any demolition work is commenced and also during the progress of the work,

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the Contractor shall ensure that the following safety measure are adhered to:-

(a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

(c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

(e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

(i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

(j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

(k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

(l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

(m) The workers shall be provided with Gumboots or non-sparking shoes, bump helmets and gloves, non-sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately and Adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

10. An additional clause of Safety Code

The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.

(viii) The employer may require, when necessary medical examination of workers. (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

11. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

12. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under

which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards Contractor's machines the Contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

13. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

14. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or their representatives.

16. Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.

SCOPE OF WORK FOR OPERATION AND MAINTENANCE AND PAYMENT TERMS AND CONDITIONS

Bidder shall be responsible for maintenance and proper upkeep of the park for a period of 5 (five) years from the date of handing over of the completed park. The activities to be carried out by the bidder during the five year O&M period shall include but not limited to the following:

- Remove trash, litter, broken glass, and debris from park grounds and play areas.
- Provide all routine services of park like trimming of trees and plants, maintaining lawns, irrigation work, providing manure, planting new plants and trees at the location of old and dead plants and trees, guarding and surveillance etc.
- Routine maintenance of submersible pumps, painting of boundary walls, grills, gate, poles, and other MS structures, pathways, etc. as and when required.
- Painting of play and gym equipments to prevent splintering and to replenish play area surface material.
- Empty all trash receptacles and replace liners. All trash must be disposed of at the expense of the Contractor.
- Keep all trash enclosures clean.
- Remove all graffiti found on park grounds, i.e., benches, sidewalks, playground equipment, poles and fences etc.
- Sweep or blow sidewalks, curb and gutters, and park's parking lots.
- Inspect all playground & Gym equipments and immediately remove and replace any unsafe or broken equipment.
- Replace any broken sprinklers, plugged or leaking drinking fountains, or any wet or dry areas.
- Skim and remove all debris from pond/water body.
- Remove limbs and piles of palm fronds found fallen onto park grounds.
- Report any unlawful activities to Gwalior Police Department.
- Report any unleashed, roaming, or dead animals to respective department.
- All cleaning products, toilet paper, equipment shall be purchased by Contractor and is part of the bid.
- All amenities shall be cleaned, sanitized and disinfected. Cleaning shall include sinks, toilets, urinals, floors, walls and ceilings. The use of aromatic disinfectants is required and is to be at the Contractor's expense.
- Replace toilet paper as needed and all dispensers must be filled as and when required.
- Toilet paper dispensers shall be inspected for quantity levels and needs.
- Replace all broken or burnt out light bulbs and rotten bollards as needed with correct wattage bulbs at the Contractor's expense.
- Repair any leaking or broken toilets, urinals, or sinks.
- Unplug clogged toilets, urinals, sinks, or drains.
- Remove any dirt, wood chips, rocks, leaves, and any other debris.

- Remove all advertisements, stickers, etc. from the Park boundary area.
- Inspect and replace or repair any damaged or broken items or equipment.

SPECIAL NOTE

- Contractor shall be responsible for all custodial supplies, i.e. toilet paper, disinfectants, trash can liners, cleaners, brushes, brooms, and any other equipment required to do the services required of this bid and scope of work.
- Clothing must be appropriate and in good condition. It is the Contractor's responsibility to make sure their employees are in working condition and not under any influence of drugs or alcohol.
- Equipment must be in good working order and in clean and safe condition.
- The scope will start from the date of handing over of the redeveloped park.
- At the end of the five year of O&M period the park shall be handed over to the GSCDCL in the same condition as on the date of start of the O&M period with all facilities, equipments, amenities, to the satisfaction of the GSCDCL.
- No part of the park shall be used by the Bidder for his personal use.
- Service level terms and conditions shall be provided to the Bidder at the beginning of O&M period.

PAYMENT TERMS AND CONDITION OF OPERATION AND MAINTENANCE

- 1) The Contractor is bound to operate and maintain Shivaji Park.
- 2) Subject to the clearance of the Engineer in Charge the payment of operation and maintenance work will be done on quarterly basis and on equal installment for each quarters (Total – 20 quarters in 5 years).
- 3) Contractor shall submit the invoice and approved worksheet for payment that shall be paid within 30 (thirty) days from the date of receipt of invoice subject to all the relevant documents and clearances (including that of Engineer in Charge) is in place.
- 4) In case of non-performance of the Contractor, to the satisfaction of the GSCDCL/ Engineer in Charge or non-compliance to the service level or in case the Contractor withdraws himself from operation and maintenance activity, GSCDCL shall recover the expenses from any amount due to Contractor including the forfeiture of performance security and any other action under the applicable laws.

Section 3
Conditions of Contract
Part-II Special Conditions of Contract [SCC]

1. GENERAL:

The special conditions are supplementary conditions to the RFP and shall form the part of the contract.

- 1.1 It shall be the responsibility of Contractor to co-ordinate with traffic authority, railways, MPRDC, M.P. Electricity Board, telephone authority, various authorities including public health engineering department, water resource department for obtaining necessary permissions regarding crossing of road/ railway tracks, shift of various types of public utilities like existing pipe line, sewer line, cable etc. as may be required for the due fulfillment of the obligations under this contract. GSCDCL shall deposit all charges including charges for Electric Connection, crossing of railway and road way etc. as may be necessary for seeking required permissions from different authorities but it shall be the primary responsibility of the Contractor to pursue with various authorities and obtain the permissions at the earliest. If as a result of excavation of trenches the underground services such as water main electric telephones cable, sewer lines become naked and unsupported it shall be the responsibility of the Contractor to make suitable and necessary arrangement as per direction of the Engineer-in-Charge for their protection and no extra payment on this account will be made to the Contractor. Any damages caused to the above mentioned underground services due to negligence of the Contractor or otherwise the same shall be made good by the Contractor at its own cost.

2.0 Accuracy of Lines, Levels and Grades

- 2.1 The various works shall be done true to line, level and grade. The periodical checking of these by the Engineer or Engineer's representative shall not absolve the Contractor of its responsibility regarding the accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the contractor shall make good the discrepancy at its own cost and without any compensation for the additional work, if any involved. Whenever such a discrepancy is found to arise at the junction of works being carried out by different Contractors the responsibility to set right their respective discrepancies shall be fixed by the Engineer-in-Charge whose decision shall be final and binding on the Contractors concerned. Engineer-in-Charge shall further have the unquestioned right if need be to rectify the discrepancies and recover the cost from the Contractor or Contractors according to proportions as he may consider reasonable.

- 2.2 The details of location and the nearest permanent bench marks.

Reference Grid Marks shall be obtained by the Contractor in writing from the Engineer-in-Charge. Temporary bench mark for day to day use shall be fixed with reference to above permanent bench marks with double leveling. The Grid Co-ordinates and its references may be obtained from the Engineer-in-Charge.

3.0 Arrangements of Water and Electric Power

Arrangement for water and electric power required by the Contractor for the works shall be made by him at its own cost. Employer will however recommend to the State Electricity Board for giving the connection and power to the Contractor. However, the Employer will bear no responsibility in this respect.

4.0 Measures for Prevention of Fire

- 4.1 The Contractor shall not set fire to any standing Jungle, trees, brush wood or grass without a written permission from the Engineer-in-Charge.
- 4.2 When such permission is given and also in all cases when destroying out of dug trees, brush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
- 4.3 Any damage caused by the spreading of such fire, whether in or beyond limits of the Employer's property, the amount of the damage shall be recovered by the Engineer-in-Charge from the Contractor's Bills as damages or deducted by any other duly authorized officer from any sums that May be due or become due from the Employer to the Contractor under the contract otherwise.

- 4.4 The Contractor shall bear the expenses of defending any action or law proceedings that may be brought by any person by injury sustained owing to neglect of precautions to prevent the spread of fire and shall pay any damage and cost that may be awarded in consequence.
- 5.0 Site Order Book**
- A site order book shall be kept at the Employer's office regarding the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer-in-Charge on his representative and the Contractor or its authorized representative. In important cases the Engineer-in-Charge will countersign the entries which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer-in-Charge and the Contractor or its representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Engineer-in-Charge shall submit periodically copies of the remarks in the site order book to the Employer for record and to the Contractor for submitting compliance report.
- 6.0 Foundations Depth/ Levels.**
- The drawings indicate the general foundation levels to be adopted for the different conditions of the structures. During execution these levels may be modified to suit the site conditions. The Contractor shall not be liable to any compensation for any minor delays on this account. However, this may be considered for granting suitable extension in the completion period if necessitated by such events.
- 7.0 Approach Road**
- Necessary approach roads for various constructions of components of the work shall be satisfactorily constructed and maintained by the Contractor at its own cost.
- 8.0 Regulation and By-Laws**
- The Contractor shall conform to the regulations, bylaws or any other statutory rules made by any local authorities or by the Government and shall protect and indemnify the Employer against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees etc.
- 9.0 Contractor to use Excavated Hard Rock**
- All useful materials like hard rock etc. excavated by the Contractor at site shall be the property of Employer and shall be issued to the Contractor at the issue rate as decided by Engineer-in-Charge at prevailing market rate. It shall be binding on the Contractor to use it as rubble, metal aggregate etc. after breaking into the required size for concrete work and as directed by the Engineer.
- 10.0 Income Tax**
- During the course of contract period, deductions of Income Tax shall be made at the prevailing rate of Department of Income Tax, Government of India and as revised from time to time.
- 11.0 Supply and Arrangement of Materials**
- (1) The Contractor shall make its own arrangement for supply of materials, equipment, pipes, electrical items including cement and steel. The Contractor shall be responsible for all transportation and safe storage of the materials at site or nearby area/ store and shall bear all related costs. The Engineer-in-Charge shall be entitled at any time to inspect or examine all such materials. The contractor shall provide reasonable assistance for such inspection or examination as may be required.
- (2) The Contractor shall keep an accurate record of use of materials like cement and steel used in the works in a manner prescribed by the Engineers.
- 12.0 Cement**
- (a) The Contractor shall stock its requirement so as to ensure utilization of cement within 60 (sixty) days but in no case later than 90 (ninety) days. Cement older than the period aforesaid shall not be used on any work except with the written permission of the Engineer-in-Charge, and after satisfactorily passing such test as he may specify. The Contractor shall forthwith remove from the work such cement that Engineer-in-Charge has not allowed. The final disposal of such cement shall comply with the rules in force at the time and as the Engineer-in-Charge may approve
- (b) Large stocks of cement shall not be kept at the works but only sufficient quantities shall be kept to assure continuity of the work. The Contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cm above the floor level and shall be covered with tarpaulin or any other impervious covering materials in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall

be such as to ensure the utilization of cement in the order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement laying in the stores at site.

- (c) The Engineer-in-Charge shall at all times have access to the stores at sites of the Contractor. He shall have authority to check and examine the method of storage, record accounting and security provided by the Contractor. The Contractor shall comply with instructions that may be issued by the Engineer in this connection. The Contractor shall further at all times satisfy the Engineer-in-Charge on demand and by the production of records and books or submission of returns and proforma or by other proofs that may be demanded that the cement brought from the approved manufacturer with date of receipt & consumption etc. The Contractor shall at all times keep his records up to date to enable the Engineer-in-Charge to apply such checks as he may desire to impose.

The Contractor shall provide a double locking arrangement to the store the key of one of the locks being with the Engineer-in-Charge or his representative at site. The Engineer-in-Charge or his authorized agent will have the authority to verify the stocks and check the consumption in any manner he thinks proper.

13.0 Special Condition Regarding Conditional Bid

The Bidder will have to give an undertaking with the instrument of Earnest Money to the effect that there are no conditions in the RFP and if any conditions are found the same shall be ignored.

If such an undertaking is not found with the Earnest Money the bid will not be opened and not taken into consideration.

14.0 Design and Drawings

- (1) The detailed project report prepared by GSCDCL will be basic data for guidance of Contractor. The contractor will not claim whatsoever on account of deficiency in the data of detailed project report.

- (2) The approved drawings shall remain in the sole custody of the Engineer-in-Charge. The Contractor shall obtain and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer-in-Charge all Drawings provided under the Contract.

- (3) **One copy of the Drawings to be kept on Site.**

One copy of the Drawings furnished to the Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge and his representatives and by any other person authorized by the Engineer-in-Charge in writing.

- (4) **As- Built Drawings**

The Contractor shall submit to the Engineer-in-Charge within 21 (twenty one) days of Physical completion, "Completion" Drawings as detailed below. These drawings shall be accurate and correct in all respects and shall be shown to and approved by the Engineer-in-charge.

Completion drawings as below on two prints and one polyester copy shall be supplied by the Contractor along with a soft copy in CD. These drawings shall be developed in latest version of Auto-CAD. Drawings shall be of standard as stated below.

- I. Site plan showing all features existing and as constructed under this contract with all external dimensions of clear spaces among those, diameter and materials of pipeline etc. complete.
- II. Architectural, Civil and Structural details of all components including plans at different levels, elevations from all sides as well as sectional etc. complete with all dimensions including Structural Thickness, Concrete Grade, Reinforcement details, finishing details, schedules of doors and windows, details of associated fittings and features complete.
- III. All piping, plumbing and electrical details with dimensions, diameters etc. complete at specific cases isometric views of piping may be necessary.
- IV. Dimensioned details of all electrical, mechanical and instrumentation equipment's including accessories along with arrangement inside the buildings or enclosures, connected piping and cabling layout etc. all complete.
- V. Dimensioned details of all control and measuring device lined weirs, V-notches, probes, valves, gates, consoles, panels, switch diagrams/Circuit diagrams shall be used wherever applicable.
- VI. L-sections for pipelines laid externally, showing pipe profile, ground profile, soil condition, bedding, location of specials, valves and other accessories complete.
- VII. Dimensioned details of all site development works such as roads, drainage, cables pipelines, landscaping etc. complete with layout, cross – sections, levels etc. complete.

All drawings shall be prepared in appropriate scale and with adequate notes, legends, titles etc. for clarity.

(5) Disruption of Progress

The Contractor shall give written notice to the Engineer-in-Charge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

(6) Delay and Cost of delay of Drawings

If, by reason of any failure or inability of the Engineer-in-Charge to issue within a time reasonable in all the circumstances any drawing or order required by the Contractor in accordance with sub-clause (3) of this Clause, the Contractor suffers delay then the Engineer-in-Charge shall take such delay into account in determining any extension of time to which the Contractor is entitled. However the Contractor shall not be entitled to any compensation for such delay, except extension of time.

(7) Further Drawings and Instructions

The Engineer-in-Charge shall have full power and authority to supply to the Contractor from time to time during the progress of the Works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound by the same.

15.0 Operation and Maintenance: 5 years after completion of main work

16.0 Sufficiency of RFP

The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his proposal for the Works and of the rates and prices of various Quantities and the Schedule of Rates and Prices, if any, except in so far as it is otherwise provide in the Contract, cover all its obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however, during the execution of the Works, the Contractor shall encounter physical conditions, other than climatic conditions on the Site, or artificial obstructions, which conditions or obstruction could, in his opinion, not have been reasonable foreseen by an experienced contractor the Contractor shall forthwith give written notice thereof to the representative of Engineer-in-Charge and if in the opinion of the Engineer-in-Charge, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced Contractor, then the Engineer-in-Charge shall certify and the Employer shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost. However, the decision of Engineer-in-charge shall be final and binding.

EXECUTIVE DIRECTOR

GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED

Section 4

Bill of Quantities (BOQ)

Re-Development of Shivaji Park under Gwalior Smart City Development Corporation Limited

Probable Amount of Contract:

(Rs. In Figure): Rs. /-

(Rs. In Words):

Rupees only.