



GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED

Request for Proposal For Design, Construction, Operation & Maintenance of Selfie Points in Gwalior (Madhya Pradesh)

Tender Reference Number: [GSCDCL/64/E-Tendering/2018-19]

Date of Issue: [28 Aug 2018]

**OFFICE OF THE EXECUTIVE DIRECTOR
GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh**

**Gwalior Smart City Development Corporation Limited**

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

NOTICE INVITING TENDER ("NIT")

NIT No. GSCDCL/64/E-Tendering/2018-19

Date: 28-08-2018

Gwalior Smart City Development Corporation Limited ("GSCDCL") invites online bids from eligible Bidders through www.mpeproc.gov.in for "Design, Construction, Operation & Maintenance of Selfie Points in Gwalior".

The details are as under:

INFORMATION SHEET		
Sr. No.	Event's Name	Information
1.	RFP document Fee	Rs 5000 (Rupees Five Thousand only) to be paid only through Online e-Tendering Gateway
2.	Earnest Money Deposit (EMD)	Rs.50,000/- (Rupees Fifty Thousand only)
3.	Last date for sending pre-bid queries	06/09/2018, 2018 till 17:00 hrs. at gscdcltender@gmail.com
4.	Date, Time & Place of Pre-bid Meeting	07/09/2018 at 15:00 hrs. Venue: GSCDCL, Nagar Nigam Office, City Centre, GWALIOR, Madhya Pradesh, 474003 Ph. No.: 0751 2438386; E-mail: gscdcltender@gmail.com
5.	Last date for Online Purchase of RFP Document	17/09/2018 till 17:30 hrs.
6.	Last date of Online Submission of Bids	18/09/2018 till 17:30 hrs.
7.	Date and Time for Opening of Pre-Qualification and Technical Proposal	19/09/2018 at 16:00 hrs.
8.	Date and Time for Technical Presentation	20/09/2018 at 16:00 hrs. (in case any change will be intimated to the technically qualified bidders)
9.	Date and Time for Financial Proposal	24/09/2018 at 16:00 hrs. (in case any change will be intimated to the technically qualified bidders)

Executive Director
Gwalior Smart City Development
Corporation Limited

Table of Contents

Table of Contents

1. Disclaimer.....	4
2. Instructions to Bidders.....	5
3. Scope of Work (“Services”)	17
4. General Contract Conditions	21
Annexure 1 Pre-Qualification Proposal.....	51
Annexure 2 Technical Proposal.....	48
Annexure 3 Financial Proposal Format	52
Annexure 4 - Format of sending pre-bid queries	60
Annexure 6 Format for Project Undertaking	62
Annexure 7 Deleted.....	71
Annexure 8: Format for Performance Security	72
Annexure 9: Bank Guarantee Format for Mobilization Advance.....	75
Annexure 10: Maintenance Requirements	78
Annexure 11 Assessment levels during Operation & Maintenance period	87

1. 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 'Design, Construction, Operation & Maintenance of Selfie Points in Gwalior (RFP)'. 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.

2. Instructions to Bidders

2.1. Purpose

- a) Under the Smart City Mission, GSCDCL is developing various public places in the city which will actively engage the citizens and in turn improve the physical and social infrastructure of the city. Pursuant to the selection of Gwalior as a city designated to implement the Smart Cities Mission, GSCDCL is mandated to ensure the development and execution of a number of projects, distributed into specific modules. One such module pertains to showcasing and promotion of the built and cultural heritage of the city. Re-enforcing the city identity by strengthening “Brand Gwalior”, leveraged from its rich history, built form, music and cultural heritage. Hence, “Selfie Point” is one of the projects, which has been proposed under this module, as it will act as a destination branding in the social and tourism component by strengthening the heritage image of the city. Correspondingly, selfie point has various other social advantages which can be for a cause also as it will help in saving lives of people who end up losing while clicking selfies at the dangerous boundary of the fort. The analysis also revealed that Culture Heritage is the biggest assets of the city of Gwalior; thereby becoming the primary theme for the holistic development of the city.

2.2. Consortium

Consortium and sub- contracting shall not be allowed for the project.

2.3. Completeness of Bid

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

2.4. Proposal Preparation Costs

- 1 The Bidder shall submit the bid at its cost and expense. GSCDCL shall not be held responsible for any cost incurred by the Bidder. Submission of a bid does not entitle the Bidder to claim any cost and rights over GSCDCL.
- 2 All materials submitted by the Bidder shall be the absolute property of GSCDCL and no rights e.g. copyright shall be entertained by GSCDCL.

2.5. Pre-bid Meeting and Queries

1. GSCDCL will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The interested organizations are encouraged to attend the pre-bid meeting. The Bidder is expected to attend the Pre-Bid Meeting and Site Visit towards comprehensive clarity on the client's expectations. The purpose of the Pre-bid meeting is to provide the bidders with information regarding the RFP, articulate in detail the expectations and vision of the envisaged proposed solutions in reference to the RFP via presentation. Pre-Bid meeting will also provide each of the bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. Costs for the pre-bid meeting will be borne by the bidders. All communication made at the pre-bid meeting via presentation, site visit, clarifications to questions will become an addendum to the RFP and will be officially released as such on the website.

2. All Bidder shall e-mail their queries to gscdcltender@gmail.com in the form and manner as prescribed in **Annexure 4**. The response to the queries will be published on www.mpeproc.gov.in. No queries will be entertained thereafter. The responses to the pre-bid queries shall become an integral part of the RFP. GSCDCL, however, shall not make any warranty as to the accuracy and completeness of responses.
3. GSCDCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GSCDCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken or read as compelling or requiring GSCDCL to respond to any question or to provide any clarification.
4. GSCDCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by GSCDCL shall be deemed to be part of this RFP. Any verbal clarifications and information that might be given by GSCDCL or its employees or representatives shall not in any way or manner be binding on GSCDCL.

2.6. Amendment to the RFP

- 1 Any amendments made to the RFP would be published on www.mpeproc.gov.in only and not in newspaper.
- 2 All amendments, corrections corrigendum, addendum, responses etc. issued under this RFP shall integrally become part of the RFP.
- 3 The Bidders are advised to visit the e-tendering portal www.mpeproc.gov.in on regular basis to check for necessary updates. GSCDCL also reserves the right to amend the dates mentioned in this RFP.

2.7. Supplementary Information to the RFP

GSCDCL at its own discretion might revise any part of this RFP or issue any additional data to provide a clarity in interpretation of the provisions of this RFP. Such revisions or incorporation of additional data shall be issued by way of Corrigendum which shall be integral part of this RFP.

2.8. GSCDCL's Right to Terminate the Process

GSCDCL may terminate the RFP process at any time and without assigning any reason. GSCDCL reserves the right to amend/ edit/ add/ delete any clause of this RFP Document. Any such amendment/ editing/ addition/ deletion shall be notified at the e-tendering portal: www.mpeproc.gov.in.

2.9. Site Visit and Verification of Information

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

2.10. RFP Document/Tender Fee

RFP can be downloaded from the tendering portal: www.mpeproc.gov.in. RFP Document Fee of Rs 5,000 (Rupees Five Thousand only) shall be paid through online Payment Gateway

only. The RFP document fee is non-refundable.

2.11. Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required pay online EMD of Rs 50,000 (Rupees Fifty Thousand only), which shall be paid **online only**.
- 2 EMD of the unsuccessful Bidders will be returned after the signing of the contract by the successful Bidder. The EMD of the successful bidder would be returned upon the submission of Performance Security (for an amount equal to 5% of total Contract Value) in the format provided in the **Annexure 8** of the RFP.
- 3 No interest will be paid by GSCDCL on the EMD amount.
- 4 The Bid submitted without EMD will be summarily rejected.
- 5 The EMD may be forfeited:
 - a. If a Bidder withdraws its bid or increases the price quoted during the period of bid validity or its extended period, if any.
 - b. In case of a successful Bidder, the Bidder fails to sign the Contract in accordance with the terms and conditions of this RFP.
 - c. If during the bid process, a Bidder indulges in any deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/ fraudulent/ *mala fide*, then GSCDCL shall reject the bid and, if necessary, initiate action.
- 6 The decision of GSCDCL regarding forfeiture of the EMD shall be final and binding upon all the Bidders.

2.12. Bid Submission Instructions

2.12.1. Bid Submission Format

The entire Bidding process shall be submitted strictly as per the format specified in this RFP. The bids in deviation from the prescribed format are liable for rejection.

2.12.2. Bid Submission Instructions

1. The entire bidding process shall be online only (e-Tendering) in three cover system.

The bids should be submitted as per the instructions given in the Table below:

Particulars	Instructions
Pre-Qualification Proposal	The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 of the RFP

Particulars	Instructions
Technical Proposal	The technical proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure 2 of the RFP The technical proposal is required to be submitted ONLINE ONLY.
Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in Annexure 3 of the RFP. Financial Proposal should be submitted ONLINE ONLY. Filling up prices in Technical proposal will render the Bidder disqualified and GSCDCL may forfeit the EMD of such bidders.

Note: GSCDCL will conduct the bid evaluation based on documents submitted through online e-tendering portal.

2. The bidders are requested to take note of the following points:
 - a. GSCDCL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in its technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the RFP.
 - c. GSCDCL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications.
 - d. Technical Proposal shall not contain any financial information. If any information related to the financial aspects of the project is found in the Technical Proposal the entire bid shall be treated as disqualified and will be rejected.
 - e. If any Bidder does not qualify the pre-qualification criteria stated in this RFP, the technical proposals of the Bidder shall not be opened in the e-Tendering system.
 - f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which GSCDCL reserves the right to reject the proposal.

2.12.3. Late Bid and Bid Validity Period

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

2.12.4. Modification and Withdrawal of Bids

No bid shall be withdrawn during the bid validity period of 180 (one hundred and eighty) days. In case of withdrawal the entire EMD shall be forfeited.

2.12.5. Non-responsive Bids

A Bid may be construed as a non-responsive proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirement(s) of GSCDCL.

2.12.6. Language of Bids

The Bids should be submitted only in English. If any supporting documents submitted are in any language other than English, then the translation of the same in English language (duly attested by the Bidder) should be submitted with the bid. The English translation shall be validated at GSCDCL's discretion.

2.12.7. Authentication of Bid

- a) The person/ official of the Bidder who signs the bid shall obtain an authority letter from the Bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by such authorized person
- b) The Bidder should submit a Power of Attorney as per the format set forth in the RFP authorizing the signatory of the Bid to commit on behalf of the Bidder.

2.12.8. Acknowledgement of Understanding of Terms

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

2.13. Evaluation Process

- a. GSCDCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders.
- b. The BEC constituted by GSCDCL shall evaluate the responses to the RFP and all supporting documents. Inability to submit requisite supporting documents, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained in this regard.
- d. The BEC may seek clarifications from any Bidder w.r.t. its proposal and may visit the Bidder's client site to validate the credential/ citations claimed by such Bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- f. The bid shall be evaluated as – Quality cum Cost Based Selection (70:30)

2.13.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.

- b. GSCDCL reserves the right at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - RFP Document fee and EMD, Pre-Qualification and Technical Proposal (online)
 - Stage 2 - Financial Proposal (online)
- d. The venue, date and time for opening the Pre-Qualification Proposal are mentioned in the RFP NIT sheet. The date and time for opening the Financial Proposals would be communicated to the technically qualified bidders.
- e. The Bidder's representatives who are present during the bid opening shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for GSCDCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, GSCDCL will continue process and open the bids of the all bidders.
- f. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

2.13.2. Evaluation of Pre-Qualification Proposals

- a. GSCDCL shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the **Cover 1** are as per requirements of the RFP, GSCDCL shall open **Cover 2** marked "Pre-Qualification Proposal". Each of the Pre-Qualification condition mentioned in Section 2.13.6 of the RFP is mandatory. In case the Bidder does not meet any one of the conditions, the bidder shall stand disqualified.
- b. The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the **Annexure 1**.
- c. Response to the Pre-Qualification Requirements shall be evaluated in accordance with this RFP and in the manner prescribed in Section 2.13.6 of the RFP.
- d. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.

2.13.3. Evaluation of the Technical Proposal

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

- a) Only those bidders who comply with all the pre-qualification criteria shall be considered as responsive bidders
- b) Technical proposals of only responsive bidders will be evaluated.
- c) The technical solutions proposed by the Bidder in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 2.13.7 of the RFP.
- d) Bidders shall make the technical presentation of the proposal to GSCDCL as per the

agenda mentioned in Section 2.13.7 of the RFP.

- e) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 (hundred) points. (Refer Section 2.13.7 of the RFP). The bidders scoring 60 or more will be declared technically qualified. Financial bids of only technically qualified bidders will be opened.
- f) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders.
- g) The BEC may seek inputs from their professional and technical experts in the evaluation process.
- h) GSCDCL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- i) The Financial Proposals of Bidders who do not technically qualify shall be kept unopened in the e-Tendering system.
- j) GSCDCL reserve the right to accept or reject any or all bids without giving any reasons thereof.
- k) GSCDCL shall inform the technically qualified Bidders about the date and venue of the opening of the financial proposals.

2.13.4. Evaluation of the Financial Proposal

- a) Bidders are expected to state the lump sum quote for completing the project as per the defined Scope of work on a complete turnkey basis.
- b) The Financial Proposal of only the technically qualified Bidders shall be opened for financial evaluation.
 - The Normalized Financial Score of a Bidder (Fn) =
 - $\{(Commercial\ Bid\ of\ L1\ bidder / Commercial\ Bid\ of\ the\ Bidder) \times 100\%$
(Adjusted to two decimal places).

- c) . The technical and financial scores secured by each Bidder will be added using weightage of **70% and 30%** respectively to compute a Composite Bid Score. The Bidder securing the highest Composite Bid Score, will be adjudicated as the most responsive Bidder for award of the project. The overall score will be calculated as follows:-

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where

B_n = Composite Bid score of Bidder

T_n = Technical score of the Bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the Bidder

In the event there are more than one bidder scoring the same Composite Bid Score, then the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project. The decision of GSCDCL will be final in this case.

- d) The cost indicated in the Financial Proposal shall be deemed as final and reflect the total cost of services including commissioning of the entire project on a turnkey basis. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and liability to fulfil its obligations as per the terms of reference within the total quoted price shall be that of the Bidder.

2.13.5. Deleted

2.13.6. Pre-Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

S No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The Bidder should be a legal person, which may be:</p> <ul style="list-style-type: none"> - A company, incorporated under Companies Act, 2013 or 1956, amended till date; or - A society, established under Societies Registration Act, 1860 or any analogous law enacted by a State Government in India; - A cooperative society, established under Cooperative Societies Act, 1912, Multi-State Cooperative Societies Act, 1984 or any analogous law enacted by a State Government in India, or - A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008, or - A partnership firm registered under Partnership Act, 1932, or - A Trust established under Indian Trusts Act, 1882 or Bombay Public Trusts Act, 1950, or any analogous law enacted by a State Government in India. 	Copy of certificate of incorporation and/or registration under the relevant law.
2	Annual Turn over	The Bidder shall have an average annual turnover of INR 1 Crore for last 3 audited financial years (2014-15, 2015-16, 2016-17).	Certificate from the Statutory auditor/ Chartered Accountant, clearly specifying the turnover of the Bidder
3	Similar Project Experience	The Bidder should have experience of designing, constructing & managing public spaces (such as selfie points, parks, lawns, gardens, shopping malls, etc.) for a period of one year in the last five years as on the last date of bid submission.	Work orders/Completion certificates. Only completed projects shall be considered for evaluation.
4	Blacklisting	The Bidder should not have been blacklisted by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as	Undertaking by the authorized signatory as per the format given as per the RFP document

S No	Basic Requirement	Specific Requirements	Documents Required
		on date of submission of the proposal.	

2.13.7. Technical Evaluation Criteria

- The evaluation of Technical Proposals of only those Bidders who have qualified in the pre-qualification criteria will be carried out.
- The Technical proposals which do not correspond to the design brief, scope of work and terms of reference and are found to be inadequate, shall be summarily rejected.
- The Technical scoring shall be done based on the following:

S. No.	Description	Marks
PHASE 1 OF EVALUATION OF TECHNICAL DOCUMENTS SUBMITTED		
TQ 1.	Completed similar projects* for any Central Govt./ State Govt. / Public Sector Undertaking in India or Private Organization in India, in last 7 years as on the last date of bid submission: a) projects of Rs. 10 Lakh to Rs. 25 Lakh <i>(5 Marks for each project, Maximum – 20 marks)</i> OR b) projects above Rs. 25 lakh or above <i>(10 Marks for each project, Maximum – 20 marks)</i>	20
TQ 2.	Completed designing and construction of selfie points for any Central Govt./ State Govt. / Public Sector Undertaking in India or Private Organization in India, in last 7 years as on the last date of bid submission: <i>(5 Marks for each project, Maximum – 20 marks)</i>	20
TQ 3.	In the last 3 audited financial years (2014-15, 2015-16, 2016-17) the bidder having an average annual turnover of <i>INR 1 Crore to 2 Crore – 10 Marks</i> <i>INR 2 Crore or more – 20 Marks</i>	20
PHASE 2 : TECHNICAL PRESENTATION		
TQ 4.	Design Proposal and Presentation (4 Options) This shall include: a) Include a design & architectural brief of the materials as per the details mentioned in the scope of work b) Proposed drawings (4 options) for 2 final structures of the selfie point to engage the citizens. Including a theme concepts and attraction methods.	40
	Total Marks	100

*Similar Project- designing, constructing & managing public spaces (such as selfie points, parks, lawns, gardens, shopping malls, etc

Note- A project shown under TQ 1 shall not qualify under TQ 2.

2.14. Award of Contract

2.14.1. Award Criteria

Post the evaluation process, GSCDCL will award the Contract (by issuance of Letter of Intent) to the Bidder whose proposal has been determined to be technically and financially responsive to the requirements of the RFP and hereby referred to as the 'Successful Bidder'.

2.14.2. Letter of Intent (LOI)

1. Within 7 (seven) days from the date of issuance of the LOI, the Successful Bidder shall accept the LOI and return the same to GSCDCL. The Successful Bidder shall execute the Contract with GSCDCL and shall also submit a Performance Security in favor of The Executive Director, GSCDCL (of the amount specified in Section 2.14.6) within 7 (seven) days of acceptance of LOI.
2. If the Successful Bidder does not submit the Performance Security as stated in Sr 1 above or if the Successful Bidder does not execute the Contract within 7 days of submission of the Performance Security, GSCDCL reserves the right to invite the second and/or subsequent preferred bidder(s) for discussions/ negotiations or may also decide to annul the bidding process or may invite fresh bids for the Project. Only acceptance of LOI without furnishing the Performance Bank Guarantee shall not be considered as acceptance of LOI and in such a case the entire Bid security submitted by the Successful Bidder shall be forfeited. However, GSCDCL on receiving request from the Successful Bidder may at its absolute discretion, permit extension of period for execution of the Contract for a period of 30 (thirty) days.

2.14.3. Signing of Contract

GSCDCL shall notify the successful Bidder that its bid has been accepted. The successful Bidder shall enter into the contract with GSCDCL within the time frame mentioned in the LOI issued to the successful Bidder by GSCDCL.

2.14.4. Failure to Agree with the Terms & Conditions of the RFP / Contract

The failure of the successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in such an event GSCDCL may invite the next best bidder for negotiations or may call for fresh RFP. In such a case the entire Bid security submitted by the Successful Bidder shall be forfeited

2.14.5. GSCDCL's Right to accept any Bid and to reject any or All Bids

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

2.14.6. Performance Security

- a) Within Seven (7) days from the date of acceptance of LOI, the Successful Bidder shall at its expense submit an unconditional and irrevocable Performance Security for an amount at least 5% of contract value to GSCDCL which shall be valid for a period of 3 years 3 months plus 90 days from the date of signing the contract.
- b) The Performance Security shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfillment of the contract by the successful bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the Performance Security shall be borne by the successful Bidder.
- d) The Performance Security may be discharged/ returned by GSCDCL upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Security.
- e) In case the Project is extended after the Project schedule as mentioned in the RFP, the Performance Security shall be accordingly extended by the successful Bidder for the extended period.
- f) In the event of the successful Bidder being unable to service the contract for whatever reason GSCDCL would invoke the Performance Security. Notwithstanding and without prejudice to any rights whatsoever of GSCDCL under the contract, the proceeds of the Performance Security shall be payable to GSCDCL as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the Contract. GSCDCL shall notify the successful Bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) GSCDCL shall also be entitled to make recoveries from the Bidder's bills, Performance Security, or from any other amount due to it, for any wrong payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance of the obligations under the Contract, a Contract Completion Certificate shall be issued by GSCDCL and the Performance Security shall be returned to the Successful Bidder.

2.14.7. Mobilization Advance

- a) Mobilization advance not exceeding 10% of the total Contract Price can be paid to the Successful Bidder. The Mobilization advance shall be released in two installments at the discretion of GSCDCL.
- b) The first installment of such advance shall be released by the GSCDCL to the contractor on a request made by the contractor to the Engineer- In-Charge in this behalf. The second and subsequent installments shall be released by the GSCDCL only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.
- c) Before any installment of advance is released, the contractor shall execute an unconditional and irrevocable Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance

amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

- d) . The guarantee shall remain effective until the advance payment has been repaid.
- e) The rate of interest shall be 10% annual simple interest.
- f) The advance payment, including the interest @10% simple annual interest, shall be recovered from the payment of first two Milestones as mentioned in Clause 4.2.

3. Scope of Work (“Services”)

3.1. Project Brief

Cities play an important and critical role in the development procedure of the nation. They are engines of growth and sources of energy and are catalyst for economic development. Most of the Indian cities can barely cope up with steadily increasing population and many are stretched to breaking point trying to meet the energy, water and transport and communication demands of the population. Cities want to provide their economy a thriving economy, a great quality of life, and to do this with a reduced environmental impact. Making this possible is a big opportunity for India’s economic growth.

A city can be defined as “Smart” when investments in human and social capital and traditional and modern communication infrastructure fuel sustainable economic development and a high quality of life, wise management of natural resources through participatory process. Consider a global city that needs to generate momentum in trade, tourism, IT and architecture, would require working to help shape its future growth and success – compare to other cities – with Media campaigns and technology footprint. These demands establishing a repeatable, smart-city infrastructure that may be used to streamline civic planning, spur economic growth, and improve the quality of life for citizens. As part of improving the physical and social infrastructure within the city, an important component is to develop public open spaces which acts as a community based participation center, GSCDCL wishes to select an agency for designing, construction, Operation and Maintenance of Selfie Points in Gwalior. The agency shall help in achieving the set out objectives of:

- Promoting feeling of belongingness with the city
- Creating an open public place to spend good times
- Providing platform to various artists
- Making citizens aware about city goals
- Creating a better place to have rest after a long morning walk
- Increase happiness among citizen of Gwalior

The agency shall be responsible for making an engaging selfie point in the heart of the city for the purpose of engaging citizens through activities, undertaking comprehensive maintenance of gardens including landscape, hardscape, civil and structures, security, & housekeeping, based on the material design guidelines as set out by GSCDCL.

3.2. Scope of Work

GSCDCL intends to engage an agency which shall be responsible for the entire Designing, Construction, Operation and Maintenance of Selfie Point. The Design and Construction is required to be completed in 3 months. The operation & Maintenance will be for a period of 3 years post the successful completion of the Construction. The selected Agencies shall have exclusive rights for developing & maintaining the selfie point for the contract duration.

3.3. Theme for development

The Authority proposes to develop various public places in the ABD area across Gwalior. The pilot projects shall cover the broad themes as set out below to create neighborhood platforms that facilitate physical, cultural, and social interactions amongst the citizens and reflect the heritage essence of the City of Gwalior.

The theme for development for selfie point shall be reserved to Heritage, Art & Culture: The objective is to design a public space which will be used by the citizens to engage by way of taking *selfies*. The land shall be made available by GSCDCL free of charge to the developer.

3.3.1 Design & Development

- i. Designing, Engineering, Obtaining of clearances including Environmental (if necessary)/other statutory approvals, Financing and Construction of the Selfie Point and its components, on the Site.
- ii. The agency is expected to develop designs **2 selfie points** taking cue from the rich history and culture of Gwalior. The mentioned 'Selfie Points' should be based on public engagement typologies, there should be scope for minor variations as per GSCDCL inputs, which will then be developed all across the major points of the city.
- iii. The proposed selfie point shall accommodate the following facilities:
 - a. Landscaping
 - b. LED lighting
 - c. Smart ICT Elements
 - d. Gwalior indigenous materials (Gwalior Sand Stone, etc.) would be preferred
 - e. Any other facilities (as felt necessary)
- iv. The design should reflect the rapid development path that the city is professing as well as project image of the culture and heritage of the City. It should also ensure ease of access, interesting visual experience and high safety. Added to this the overall form should be innovative, attractive and iconic.
- v. The average size of the selfie structures should be 85 ft. x 03 ft. x 20 ft. (L x B x H). The final size shall vary as per the site in the city.
- vi. The development cost of individual selfie structure shall not be more than Rs. 45 Lakhs
- vii. The final design will be approved by GSCDCL before commencement of the work
- viii. The drawings shall be property of GSCDCL and the contractor cannot use this without GSCDCL's prior permission anywhere else.

3.3.2 Comprehensive Operation and Maintenance

- i. In addition to the Maintenance Requirement set forth in the RFP, Scope of Work under Operation & Maintenance is as follows:
 - a) To provide integrated facility management i.e. housekeeping, Pest Control services, security services in terms of installation of a CCTV camera;
 - b) Preparation and submission of various checklists/inspection reports as scheduled in the approved formats;
 - c) Activity reports regarding works handled;
 - d) Provide necessary and adequate equipments, implements, other cleaning materials and consumables to ensure optimum service as per scope of work; and
- ii. The Scope of Work outlined above should be referred to as indicative only this implies the scope can be well enhanced as deemed to be. The Agency will ensure efficient, clean, eco-friendly & quality upkeep, management services, pest control services and providing security services in terms of a CCTV camera near the project site.
- iii. During the period of the contract period, the Agency shall be fully responsible for the development and maintenance of the Site area on day to day basis relating to:
 - a) The cleanliness of the entire site;
 - b) Regular watering all trees lawns, shrubs, hedges etc., of entire site;
 - c) Civil and Electrical maintenance of the structure;
 - d) Disposal of dry leaves and other wastes from the entire garden as per direction of GMC;
 - e) Spraying pesticides / weedicide to control the pests / weeds regularly and providing /manure to all the plants & lawns;
 - f) Uprooting all weeds and removal of unwanted bushes, wild plants from the area within the project site;
 - g) Top dressing of soil as and when required for plants and lawns;
 - h) Regular trimming of lawns, trimming of the bushes; and

- i) In terms of security the agency is required to install a CCTV camera which is integrable with the Command & Control Center at Moti Mahal.

3.3.3 Cost

- a) The cost of development, improvement, maintenance, beautification and management of the site area including water charges, repair of play equipments civil, electrical, garden features, electricity charges and other taxes levied on the site from time shall be borne by the Agency.
- b) The charges for lightings for illumination of site requiring electricity for storeroom/staff and security rooms, Illuminated boards, additional lightings fittings shall be borne and paid by the Agency.

3.3.4 Hours of service & Facilities

- a) The project site will be available for public view at all times.
- b) The Agency shall have to manage their own tools and equipments. The Agency must mandatorily use all necessary instruments and equipment required for the satisfactory discharge of all the above mentioned services.
- c) All chemicals and consumables used by the agency must be of good quality and Eco-friendly.

3.3.5 Areas of Intervention for Maintenance works

The following sections provides a comprehensive indication for the services required in relation to the maintenance of the project site:

- a. Landscape open areas comprising hardscape and softscape, like, lawns, shrubs, trees pathways, etc.
- b. Landscape elements like selfie structures, garden furniture, artifacts, garden lamp posts, bollards, signage and such other structures.
- c. Lighting of the entire project area
- d. Building component including enclosed and semi enclosed civil or prefabricated structures used.
- e. Utilities and services like electrical services, security, etc.
- f. It is not intended to be exhaustive and the Agency shall carry out necessary investigation and studies to develop the knowledge of the site condition and requirements to deliver the level of service as specified in this document.

3.3.6 Miscellaneous

The successful bidder shall:

- 1. Attend meetings and workshops with the Client in Gwalior at every stage of the Project and whenever required.
- 2. Be available on phone, fax and internet to assure continued communication and collaboration throughout the Project.
- 3. Coordinate for the said work with the relevant technical expert appointed by the GSCDCL, if any.
- 4. Follow any confidentiality requirements put forth by GSCDCL throughout the said Project.
- 5. GSCDCL shall assist in obtaining permits, variances or special permission, or other approval procedures, including but not limited to, Government Power audits and attendance or presentation at public or private hearings before Government agencies and regulatory authorities.
- 6. Get the project reviewed by GSCDCL after commissioning. Suggestion for any changes in the final integration etc. received from GSCDCL, shall be incorporated without any extra cost before the project is finally commissioned.

- 7.** Ensure that the deployed fixtures and fittings should be competent for operation and maintenance period. if there are any changes in any installed design fixtures from that currently in production, it shall be replaced with one of equal specification.
- 8.** Ensure that after sales service is available within a reasonable time for all equipments installed.
- 9.** Ensure that the Services shall be executed as per the statutory guidelines of the concerned authority(ies).
- 10.** Specify any needs from the GSCDCL for the project duration in a timely manner as per official protocol.

4. General Contract Conditions

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
11	Discoveries	32	Intentionally Deleted
12	Dispute Resolution System	33	Intentionally Deleted
	B. Time Control	34	Payment certificates
13	Programme		E. Finishing the Contract
14	Extension of Time	35	Completion of Certificate
15	Compensation for Delay	36	Final Account
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

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/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5 Contract Data Sheet:** means the documents and other information which comprise of the Contract.
- 1.6 Contractor/Agency:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7 Contractor's/Agencies 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 departments GWALIOR SMART CITY DEVELOPMENT CORPORATION LTD, GWALIOR, M.P.as the case may be.
- 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 Gwalior Smart City Development Corporation Ltd.
- 1.16 Competent Authority:** means Chief Executive Officer, Gwalior Smart City Development Corporation Limited 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 Project Development & Management Consultants ("PDMC"):** means such person or persons appointed by GSCDCL to provide technical assistance in developing and implementing the projects pertaining to the Smart City Scheme.
- 1.23 Schedule of Rates (SOR):** shall mean any combination of:
 - A.** the Schedule of Rates published by the Urban Administration & Environment (formerly Urban Administration and Development) Department, Government of Madhya Pradesh on 10th May 2012 as amended from time to time;

- B.** the Schedule of Rates published by the Public Works Department, Government of Madhya Pradesh as published on 01 August 2014 and amended from time to time;
- C.** the Schedule of Rates for Delhi, published by the Central Public Works Department, Government of India on 01 July 016 and amended from time to time.
- D.** Or any other Schedule of Rates in practice by the MP Department of Archaeology for building conservation works carried out on heritage buildings and monuments in the state.

Provided that 'b' will apply or be referred to if and only if a certain item or work and/or material is not indicated in 'a' above and 'c' will apply or be referred to if and only if a certain item or work and/or material is not indicated in either 'a' or 'b' above.

- 1.24** **Superintending Engineer:** means an engineer so nominated by Engineer-in-Charge to oversee day to day aspects of the project 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 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** **Tender / Bid, Tenderer /Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.31** **UD&E:** Urban Development and Environment (Formerly Urban Administration and Development) Department, Government of Madhya Pradesh
- 1.32** **Variation:** means any change in the work which is instructed or approved as variation under this contract.

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
- 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 Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. Deleted

6. Personnel

6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the document.

6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. Force Majeure

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

- a) Which is beyond a party's control,
- b) Which such party could not reasonably have provided against before entering into the contract,
- c) Which, having arisen, such party could not reasonably have avoided or overcome, and
- d) Which is not substantially 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 **twelve months**, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

7.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible to the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

7.6 The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

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.

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 the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

12. Dispute Resolution System

12.1 No dispute can be raised except before the Competent Authority as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

12.2 No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.

12.3 The **Competent Authority** shall decide the matter within 45 days.

12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract data. The **Appellate Authority** shall decide the dispute within 45 days.

- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under ***Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983***.
- 12.6 The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control

13. Programme

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities 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 -7orclause- 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.

17.2 Deleted

17.3 Deleted

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 3 (Three) year 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: -

- a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
- b. If the item is not in the priced BOQ and is included in the Schedule of Rate (SOR) of the department, the rate shall be arrived at by applying the quoted SOR rate.
- c. 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.
- d. If the rates 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 of SOR.

- e. 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.
- f. But under no circumstances, the Contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (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 that whole or any part of the work.
- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to its rights.

23. No Interest Payable

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

24. Recovery from Contractors

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

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

25. Tax

- 25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities, and excluding Goods & Service Tax.
- 25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
- 25.3 Any 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 The Employer 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 an, security remains valid for the period as specified in the Contract data.

30. Security Deposit

- 30.1 Security deposit shall be deducted from each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.
- 30.2 The Security may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 6(Six) months beyond the completion of defect

Liability PERIOD/ extended Defect Liability.

- 30.3 The Security deposit shall be refunded on completion of defect liability period.
- 31. Deleted
- 32. Deleted
- 33. Deleted
- 34. Deleted

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 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 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 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the Competent Authority as defined in the Contract Data, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.
- 36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 35.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

A. 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/byelaws/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 government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by government to the Contractor.

41. Death or permanent invalidity of Contractor

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 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/bye 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 in the courts at the place where this contract is entered into. No other jurisdiction shall be applicable.

Contract Data

Clause reference	Particulars	Data
1.14	Employer	GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED
1.15	Engineer-in-Charge/ Superintending Engineer	Engineer as notified by Employer and as deputed by the Engineer in Charge
1.25	Stipulated period of completion	3 (Three) months per selfie point including rainy season
3	Language	English
	Law of Contract	Indian Laws
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	Not allowed
6	Technical Personnel to be provided by the contractor – Requirement & Deployment Committed	As per Annexure G (Format 1-3)
	Penalty, if required Technical personnel not employed	As per Annexure G (Format 1 -3)
1.26	Specifications	Annexure D
	Drawings	As per Annexure H-2
1.16	Competent Authority for deciding dispute under Dispute Resolution System	CEO, GSCDCL
	Appellate 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 clause 4.1
	Liquidated Damages	As per Annexure L
18	Defect Liability Period	36 Months 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	6(Six) months beyond 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).
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

4.1. Details of Milestone

Design & Construction – 3 (Three) months per selfie point

Stage	Milestones	Timeline (in days)
I	DRAFT DESIGN : Submission of proposed design for the selfie structure	D* + 15
II	FINAL DESIGN : Submission of proposed design for the selfie structure incorporating GSCDCL inputs	D* + 25
III	Receipt of equipment and material at site	D* + 40
IV	Construction Completion	D* + 75
V	Commissioning of the Project	D* + 90

D* - date of signing of contract

4.2. Payment Terms

Stage	Milestones	Percentage Payment
I	FINAL DESIGN : Submission of final design & drawings for the selfie structure incorporating GSCDCL inputs	10%
II	Receipt of equipment and material at site	15%
III	Construction Completion	40%
IV	Commissioning of the Project	15%
V	Half yearly payment in equal installments during the O&M phase of 5 years	20% (Ten installments of 2% each over 5 years)

4.3 Service Levels for Operation & Maintenance phase

These shall be as per Annexure 10 Maintenance Requirement of the RFP document.

4.4 Penalties**Design and Construction Phase**

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor, the GSCDCL 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 be considered. 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 for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to 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.

Operation & Maintenance Phase

- i. These shall be as per annexure 11 of the RFP document

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

Annexure N

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

Annexure O**Salient Features of Some Major Labour Laws Applicable**

- (a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) Employees 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 leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if it employs the prescribed minimum (say 20) or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children

below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

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

Annexure P**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 (12ft.) 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 defence 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 borewell, 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 entire site 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 measures 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 and equipped to operate the manhole works.

(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.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -

(a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

(c) Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

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.

Section 3

Conditions of Contract

Part-II Special Conditions of Contract [SCC]

1. GENERAL:

The special conditions are supplementary conditions to the TENDER 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, 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 fulfilment of the obligations under this contract. GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED 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 his 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 his 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 his 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 levelling. 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 his 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 contractor 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 his 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 Bye-Laws

The Contractor shall conform to the regulations, bye laws 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 as per the advice of Income Tax authorities.

11.0 Supply and Arrangement of Materials

- (1) The Contractor shall make his own arrangement for supply of materials including cement and steel. The Contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the 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 his requirement so as to ensure utilization of cement within 60 days but in no case later than 90 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 Deleted

14.0 Design and Drawings

- (1) The design and drawings shall be finalized in consultation with GSCDCL.
 (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 by 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) 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.

(5) Deleted

(6) 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.

(7) Final Completion of Works:

The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects in accordance with clause above, to the satisfaction of the Project Manager, Architect, Owner and provided that the Contractor has performed all its obligations and fulfilled all its liabilities under the Contract, and when the Project Manager has certified in writing that the Works are finally complete. Such Final Completion in respect of those parts of the project for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be achieved at the end of such stipulated guarantee periods.

15.0 Site Maintenance: 3 years after completion of work

16.0 Sufficiency of the tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender 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

provided in the Contract, cover all his 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.

Annexure 1 Pre-Qualification Proposal

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

S No.	List of Document	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD			Date: Reference No:
2.	Pre-Qualification Cover Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 1.6			Date of PoA: Name of Authorize Person:
5.	Copy of certificate of incorporation and/or registration under the relevant law			Identity Number: Date of Incorporation/re gistration:
6.	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years 2014-15, 2015-16 and 2016-17 As per format provided at Annexure 1.7			Year-wise details of turnover Average Turnover:
7.	The Bidder should have experience of designing, constructing & managing public spaces (such as selfie points, parks, lawns, gardens, shopping malls, etc.) for a period of one year in the last five years as on the last date of bid submission			Customer Name: Work Order/ Agreement Number: Date of Work Order/ Agreement: Project Value: Completion Date: Work Completion Certificate
8.	Declaration for not blacklisted by Central Government/ any State Government/ Public Sector Undertaking entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. As per format provided at Annexure 1.5			Reference No: Date of Letter:

Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date:

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam, City Centre,

Gwalior, Madhya Pradesh, 474003

Subject: Bid for "Selection of Agency for **Design, Construction, Operation & Maintenance of Selfie Points in Gwalior**"

RFP Reference No: ____

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the "**Design, Construction, Operation & Maintenance of Selfie Points in Gwalior**" (hereinafter referred to as the "**Project**"), we hereby submit our Prequalification Proposal & Technical Proposal, for the same.

We hereby declare that:

We hereby acknowledge and unconditionally accept that the GSCDCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Bidder for providing services.

We have submitted EMD of INR [] and Tender fee of INR [] online through e-Tendering Portal (www.mpeproc.gov.in),

We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

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

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

In the event of acceptance of our bid, we do hereby undertake:

To commence Services as stipulated in the RFP document

To undertake the Project for entire contract period from the date of signing of the contract as mentioned in the RFP document.

We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, levies discounts etc and excluding Goods and services Tax.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

We understand that the GSCDCL may cancel the bidding process at any time and that GSCDCL is not bound to accept any bid that it may receive without incurring any liability towards the Bidder.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so In case of any clarifications please contact_____email at

Thanking you,
Yours sincerely,
(Signature of the Bidder)

Printed Name
Designation
Seal

Date:

Place:
Business Address:

Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

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

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

Note: Please submit the relevant documents for all the details mentioned above along with your Bid

Authorized Signatory

Name

Seal

**Annexure 1.4 - Format for Declaration by the bidder for not being Blacklisted/
Debarred**

(To be submitted on the Letterhead of the Bidder)

Date: (dd/mm/yyyy)

To
Executive Director
Gwalior Smart City Development Corporation Limited (GSCDCL)
Gwalior, Madhya Pradesh

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the last date of submission of the bid

RFP Reference No:

Dear Sir/ Madam,

I, authorized representative of _____, hereby solemnly confirm that _____ is not debarred/ black-listed by Central Government/ any State Government/ 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 successful Bidder.

Thanking you.

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure 1.5 – Deleted

Annexure 1.6 - Deleted

Annexure 1.7 – Format for Annual Turnover**ANNUAL TURNOVER**

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 (three) Financial Years.

Financial Information			
Financial Year	2014-15	2015-16	2016-17
Annual Turnover (in Crore)			
AVERAGE ANNUAL TURNOVER			
Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors.			

Annexure 2 Technical Proposal

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

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter As per Annexure 2.2			Reference No: Date of Letter:
2.	Copy of Work order and completion certificate to support that the Bidder Should have similar projects for any Central Govt./ State Govt. / Public Sector Undertaking in India or Private Organization in India, in last 7 years as on the last date of bid submission: a) projects of Rs. 10 Lkh to Rs. 25 Lkh <i>(5 Marks for each project, Maximum – 20 marks)</i> OR b) projects above Rs. 25 lakh or above <i>(10 Marks for each project, Maximum – 20 marks)</i>			Client Name: Work Order Number: Order: Project Value: Work Completion Certificate
3.	Completed designing and construction of selfie points for any Central Govt./ State Govt. / Public Sector Undertaking in India or Private Organization in India, in last 7 years as on the last date of bid submission: <i>(5 Marks for each project, Maximum – 20 marks)</i>			Client Name: Work Order Work Completion Certificate

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
4.	<p>In the last 3 audited financial years (2014-15, 2015-16, 2016-17) the bidder having an average annual turnover of</p> <ul style="list-style-type: none"> ○ <i>INR 1 Crore and <= 2 Crore – 10 Marks</i> ○ <i>> INR 2 Crore or more – 20 Marks</i> 			
5.	Design Proposal and Presentation (2 Options)			

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the Sole Bidder)

Date: (dd/mm/yyyy) --/--/----

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Gwalior, Madhya Pradesh

Sub: Bid for “Design, Construction, Operation & Maintenance of Selfie Points in Gwalior”

RFP Reference No:

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “**Design, Construction, Operation & Maintenance of Selfie Points in Gwalior**”

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for “**Design, Construction, Operation & Maintenance of Selfie Points in Gwalior**”, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and GSCDCL or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of at least 5% of the contract value for the due performance of the Contract.

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

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

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Annexure 2.3. - Format for Project Citation

S No	Item	Details	Attachment Ref. Number
1.	Name of the Project		
2.	Date of Work Order		
3.	Client Details		
4.	Scope of Work (text and site photos/ graphics etc.)		
5.	Contract Value		
6.	Completion Date		

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

Annexure 3 Financial Proposal Format

(This is a format for reference only. The financial bid is required to be submitted separately in the prescribed format.)

Annexure 3.1 - Format for financial proposal

Table 1: Grand total of designing and constructions + maintenance

SN	Details of human resources/ technical personnel	Amount (Rs.)
A	B	C
1a	Designing, Construction, Operation & Maintenance of 1 st selfie point in Gwalior	
1b	Designing, Construction, Operation & Maintenance of 2 nd selfie point in Gwalior	
GRAND TOTAL OF FINANCIAL PROPOSAL to be considered for financial evaluation		
GRAND TOTAL OF FINANCIAL PROPOSAL in words:		

Bidder to Note:

- The bidder is required to quote a composite cost for the Design, Construction phase on 3 months followed by the O&M phase for a period of 3 years in the BoQ in the online submission.
- In case any financial information is found in any document other than financial proposal then the bidder will be disqualified.

Annexure 4 - Format of sending pre-bid queries

RFP Reference No: XXXX

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Seal and also in MS Excel for making consolidation process easy.

Annexure 5 DELETED

Annexure 6 Format for Project Undertaking

(On the Letterhead of the bidder)

PROJECT UNDERTAKING

Date:

To:

**Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)
Gwalior, Madhya Pradesh**

Ref: RFP No.

Subject: RFP for Design, Construction, Operation & Maintenance of Selfie Points in Gwalior, ("Project").

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by GSCDCL.

We hereby agree and undertake as under:

- 1 We shall abide by guidelines and procedures for RFP for Design, Construction, Operation & Maintenance of Selfie Points in Gwalior and we agree to bind ourselves to the terms and conditions of the RFP.
- 2 We shall abide by the Scope of Work mentioned under Section 3.0 of the RFP and all the terms and conditions stipulated in this RFP.
- 3 We have gone through the scope of work and have made our independent assessment of expenses involved in operation and management based on the assessment are submitting our bid.
- 4 Any direct or indirect deviations from the terms of the RFP, if any in our Proposal, are hereby revoked unconditionally.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Dated this..... Day of2018.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Annexure 7 Deleted

Annexure 8: Format for Performance Security

Performance Bank Guarantee

RFP Ref : < --- >

Date:

Bank Guarantee No.:

To

**The Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “<Name of the Project>” WHEREAS

M/s. “<Name of the Successful bidder>” a <company/firm/partnership/or as applicable> registered under the < appropriate registration authority as applicable> having its registered office at < Address of the Successful Bidder> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for “<Name of the Project>” (Hereinafter, referred to as “Contract”) with you.

We are aware of the fact that as per the terms of the Contract, M/s. “<Name of the Successful Bidder>” is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <INR _____/- > < (Rs. (in word)s only) >, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

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

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

1. In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of <INR _____ > < Rupees (in words) only> without any demur.
2. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
3. This Performance Bank Guarantee shall continue and hold good till <total period of validity of PBG>, subject to the terms and conditions in the said Contract.

4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until **<total period of validity of PBG>**.
5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.
6. We hereby expressly waive all our rights: Requiring to pursue legal remedies against **GSCDCL**; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.
7. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
8. We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
10. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to **<INR_____>/- < Rs. (in words) only>**, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

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

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

may be entered into between you and our constituent, during the entire currency of this guarantee. Notwithstanding anything contained herein:

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before **<total period of validity of PBG>**, from the date of the said Contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2018.

Yours faithfully,

For and on behalf of the **<name of the bank>**,

(Signature with Stamp & Seal)

Designation

<name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond.

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

Annexure 9: Bank Guarantee Format for Mobilization Advance

To
The Executive Director
Gwalior Smart City Development Corporation Limited
Gwalior

In consideration of The Executive Director , Gwalior Smart City Development Corporation Limited, Gwalior (hereinafter called "GSCDCL"), having agreed to give interest bearing mobilization advance of Rs. _____ (In Words: Rupees _____) as against the total amount of Rs. _____ (In Words: Rupees _____) to M/s. _____ (hereinafter called "the Contractor") from the demand under the clause of the contract agreement No. _____ dated _____ based on the letter of award No. _____ made between GSCDCL and M/s _____ an interest bearing mobilization advance at simple annual interest of 10%.

1. We **<name of the bank>**, having our Office at **<Address of the bank>** (hereinafter referred to as the Bank) at the request of the said Contractor do hereby undertake to pay GSCDCL, unconditionally and irrevocably, an amount not exceeding Rs. (RupeesOnly) being 110% of the advance amount and the interest due thereon from time to time against any loss or damage caused to or suffered or would be caused to or suffered by the GSCDCL by reason of any breach by the said Contractor of any of the terms and conditions continued in the said Agreement.
2. We, the **<name of the bank>**, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the GSCDCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the **GSCDCL** by reason of breach by the Contractor of any of the terms and conditions contained in the said Agreement or by reasons of Contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the GSCDCL, any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there-under and the Contractor shall have no claim against us for making such payments.

4. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the GSCDCL, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Executive Director, GSCDCL certifies that the terms and conditions of the said Agreement have been fully, properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the date _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, the Bank further agree with the GSCDCL that the Authority shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the GSCDCL against the said Contractor and to enforce or forbear from enforcing any or the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor for any forbearance, act or omission on the part of the Authority, or any indulgence by the GSCDCL to the said Contractor or by any such matter or thing whatsoever which under the law relating to the guarantees would, but for this provision, have effect of so relieving us from such liability.
6. This guarantee shall not be affected by any change in the constitution of the Contractor nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.
7. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
8. We, the Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.
9. Notwithstanding anything contained herein before, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ Only) Our Guarantee shall remain in force till _____. Unless a claim under this guarantee is made before that date i.e. _____ all your rights

under the said guarantee shall be forfeited and we shall be relieved and be discharged from all liability there-under.

Dated this day 20XX.

Yours faithfully,

For and on behalf of the **<name of the bank>**,

(Signature with Stamp & Seal)

Designation

<name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond.

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

Annexure 10: Maintenance Requirements

1. Landscape Maintenance (Where applicable)

- (i) The Agency/Contractor shall maintain all the plantation, trees, lawns, seasonal plants within the site, pathways, boundary wall etc. in excellent condition by manuring, watering, pruning, spraying insecticides etc. periodically. This is to ensure the site is always presentable as it will be the attraction for the City.
- (ii) For maintaining of gardens the Agency/Contractor shall provide all the necessary expertise, skilled and unskilled labour force. The Agency/Contractor shall appoint a full time person as manager/coordinator for gardening activities who has knowledge and required qualification in gardening.
- (iii) Agency/Contractor is encouraged to use non-polluting devices like rakes and brooms when feasible. GMC/GSCDCL prefers that blowers and other power equipment are low-decibel, low-fossil fuel consumption, and low-emissions models.
- (iv) General practice guidelines for materials and execution:
 - a. Watering of planting areas as required to ensure active growth. Keep areas moist but not saturated. Regulate watering as necessary to avoid erosion and gulling.
 - b. Planting areas should be kept free of weeds and undesirable grasses through daily weeding if required.
 - c. Inspection all plants, including lawn, for disease infestation or insect attack should be done weekly. Treat affected plant materials immediately with appropriate fungicide or insecticide until complete recovery.
 - d. Damaged or diseased growth from trees, shrubs and groundcovers should be removed.
 - e. Re-staking, straightening, tightening, repairing and stakes to proper and upright position for any plants that are not in their proper growing position should be done.
 - f. If certain areas of the lawns and ground covers have not uniformly or properly established, the area should be replant immediately with the same plants. The plant materials must be maintained to ensure healthy and active growing condition.
 - g. Pruning of trees should be done to establish desired form, habit and appearance.
 - h. Records of maintenance procedures including manpower, description of tasks, fertilizers, irrigation, etc. should be maintained.
- (v) Turf Edging And Trimming-
 - a. Mechanically trim all landscape turf edges every other mowing. Edges include all formal lawn perimeters and tree wells in lawn areas. Twice annually redefine all formal lawn edges with a mechanical blade-type edger or hand spade. Clean debris from hardscape and non-turf landscape areas, remove larger debris.
 - b. Trim all formal lawn areas that cannot be reached by a mower every other mowing. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscape and non-turf landscape areas, remove larger debris.
 - c. Agency/Contractor is responsible for any damages incurred as a result of trimmer and edger damage to trees and shrubs and must repair or replace any such damage at no cost to GMC/GSCDCL.

Table 1: Routine landscape maintenance work schedule

Watering	Check all planting areas, tree pits and water as often as necessary to ensure that planting medium does not dry out.
Weeding	Fortnightly
Edging	Monthly
Composting	Once every 3 months. Water thoroughly after the application.
Mulching	a) Trees/ Palms-Once every 3 months b) Shrubs-Once every 3 months
Loosening of soil	Monthly
Control of pest by applying appropriate insecticides	Fortnightly for preventive control. Follow manufacturer's recommended dosage for afflicted plant
Control of disease by applying fungicides	Monthly, increasing the frequency to fortnightly during rainy season.
Grass cutting	Fourteen (14) days interval for Cow grass / Carpet grass
Pruning and shaping	Once every six months for small trees/palms and low sagging branches
Trimming Shrubs/ Groundcovers	Monthly or as and when required.
Top dressing for turf / shrubs	Monthly, and until the soil is level.
Removal of dead leaves in landscape areas	Daily

Table 2: Routine landscape maintenance work schedule details

Particulars	Weeding/ Tillage	Pruning	Insecticides/Fungicides/Anti termite
Trees	Once in a month	Once in a year	Once in months or on occurrence of insect pest and diseases
Palms	Once in a month	Hardly required pruning. done whenever required	Once in months or on occurrence of insect pest and diseases
Shrubs/ Climber	Once in a month	Once a year	Once in months or on occurrence of insect pest and diseases
Hedges	Once in a month	Monthly in summer and rainy season and one time in two months in winter season	Once in months or on occurrence of insect pest and diseases
Groundcovers	Once in a month	Do not require much pruning. Excessive growth, especially during the rainy season should be controlled by cutting back areas encroached by	Once in months or on occurrence of insect pest and diseases

		wayward growth	
Lawns	Lawn aeration should be done once in a year. Weeding once in a month	Mowing operation is done. In summer and rainy season mowing is required at an interval of 7- 10 days whereas during spring season it is done at 15 days interval and during winter monthly rotation of mowing is followed. Grass should not be allowed to grow more than 2-3 cm in height during any season.	On occurrence of insect pests and diseases
Remarks	Tillage operation is important to maintain the soil aeration, texture and drainage. Weeding is necessary as the weeds compete with plants and take up all the water, nutrients and space.	Two-third of the plants overall canopy should be pruned; not more than that. Sharp pruning instruments should be used.	Physical removal of infected part if possible should be done. Application of insecticides and fungicides should be done according to the instruction provided.

(vi) **Trees, Shrubs, Vines and Groundcover Pruning**

Pruning must only be performed by trained personnel in accordance with accepted horticultural practices. Prune to enhance the natural growth and shape of plant materials and intended function of the planting. Plantings are designed to grow together and to the edges of the beds to minimize weed infestation and maximize water conservation. Shearing is only permitted for formal hedges. Prune back branches as needed when interfering with walks, signage, utilities, security/safety visibility, site lighting. Prune dead and broken branches quarterly and more frequently as required.

2. Housekeeping

(i) All the hardscape, softscape, furniture, pathways, seating, benches, on the site premises should be clean at any given time.

(ii) Catalogue of services include

- Cleaning of floors, walls and roofs of covered and semi-covered areas
- Dusting of furniture
- Cleaning of panels
- Cleaning of fixture and fitting
- Cleaning of trash bins
- Cleaning of graffiti
- Maintenance of cleaning equipment and materials

(iii) The expected standard after cleaning and waste collection is:

- All low level surfaces should be free from removal dust.

- All fixtures and fittings should be free from dust and debris up to normal cleaning height.
- Floor should be free from dust and debris.
- All waste receptacles empty.

(iv) General Instructions:

- The initial sweeping and mopping of all the areas shall be completed by 9.00 a.m. on all working days

Table 3: Routine housekeeping work schedule

Service	Description	Frequency
Cleaning and sweeping	All floor areas. All furniture should be free from dust and smears.	Twice Daily
	Dispensers soap and necessary cleaning items are replenished.	As required. Monitored weekly
	Bins to be emptied	Daily
Cleaning of trash bins	The wastes to be well segregated in terms of wet /dry, recyclable/degradable and disposed as per the national Swachh Mission standards.	Bi weekly
Cleaning of fittings and fixtures		monthly

3. Waste Management

- (i) Daily collection and removal of all garbage [including waste collected as a result of landscaping, construction / repair work carried out on the site] and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin periodically using truck/dumper. Any kind of garbage should not be dumped on the site.
- (ii) A strategy needs to be in place to ensure proper management of waste generated and reduction of waste through recycling and reusing.
- (iii) The practice should comply with the guidelines and SOP of Swachh Bharat Mission
- (iv) Types of waste generated
 - a. Bio-degradable (dry) waste {green waste, food waste, paper waste, biodegradable plastics}
 - b. Bulk garden and horticulture waste including recyclable tree trimmings,
 - c. All other non-biodegradable (dry) waste {recyclable and non-recyclable}

Management of Waste
- (v) Bio-degradable Solid Waste should ideally be composted on site. However, if not composted by the generator, the Municipal body shall collect the bio degradable waste from inside the project area keeping with their duties of Garbage collection.
- (vi) Bulk garden and horticultural waste shall be kept un-mixed and composted at source. The concerned officer shall notify Instructions/ guidelines with regard to pruning of trees and storage and delivery of tree trimmings including collection schedules.
- (vii) All other Non-biodegradable ("Dry") waste – both recyclable and non-recyclable – shall be stored and delivered by every generator of waste to the dry waste Collection vehicle. Burning of waste: Disposal by burning of any type of solid waste is prohibited.

- (viii) The Agency/Contractor must ensure that visitors to the project site do not throw any waste near the project site, open spaces, drains and instead store the waste at source of waste generation in two bins/bags, one for food waste/bio-degradable waste and another for recyclable waste such as papers, plastic, metal, glass, rags etc. (as under):
- a. Types of Wastes to be put in the Bin Meant for Food Wastes & Bio-degradable Wastes
 - Food wastes of all kinds, cooked and uncooked, including eggshells, bones.
 - Flower and fruit wastes including juice peels and fruit drops
 - b. Types of Recyclable and Other Non-Bio-degradable Wastes to be Kept Separately:
 - Paper and plastic, all kinds
 - Cardboard and cartons
 - Packaging of all kinds
 - Glass, all kinds
 - Metals, all kinds
 - Rags, rubber, wood
 - Foils, wrappings, pouches, sachets and tetrapacks (rinsed)
 - Cassettes, computer diskettes, printer cartridges and electronic parts
 - Discarded clothing, furniture and equipment
 - c. Animal waste such as pet excreta, bird droppings should not be disposed off in the dustbins, instead should be disposed of in suitable manner as per extant guidelines
- (xi) **Quality Auditing Systems**
A System will be put in place by the Agency/Contractor for regular housekeeping regime.
- The Agency/Contractor shall be required to use a daily checking system (DCS) which is electronic or manual to carry out cleaning inspections.
 - A minimum monthly inspection (quality assurance audit) of Site and the structures will be carried out by the Agency/Contractor. The reports of the monthly inspections will be provided and where necessary discussed in the Monthly Meeting.
 - A complaint log and or help desk will be maintained by the Agency/Contractor to ensure they are followed up appropriately and effective communication with the Authority.

4. Site Security

- (i) The Agency/Contractor has to ensure the site area is not vandalized during the entire Project period.
- (ii) A CCTV camera is to be installed in the area which should be integrable with the Command and Control center at Moti Mahal.

5. E & M Services, drainage and water supply system (Carpenter, Electricians and Plumbers)

- (i) The scope of work includes and terms & conditions would be as follows:
 - a. Maintenance and minor repairs of all electrical and plumbing fitting installed at the site excluding major repairs, which involves major civil works.
 - b. Minor repairs of furniture items including fittings and shifting of furniture/equipment etc. within the project site.
- (ii) Any other related services as being required from time to time.

(iii) Plumbing:

- a. Plumbing services are provided to ensure the infrastructure on site is properly installed and maintained to specific requirements and standards.
- b. Plumbing infrastructure includes trade waste and storm water drainage systems; potable water reticulation; water supply for fire services; maintenance of all in-ground water mains and reticulating systems through the site and structures including sanitary fixtures;
- c. Repair and maintenance of plumbing components such as UGWT valves, traps, thermostatic mixing valves,
- d. Repair and maintenance of sewage and storm water reticulation systems and fittings.
- e. General maintenance practice guidelines:
 - The agency must also submit an elaborate work schedule with manpower deployment scheme for the different services mentioned above with as accurate an estimate of the various chemicals, consumables, instruments and equipment's proposed to be used for the satisfactory discharge of the required services.
 - Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property. Prepare Proposals for all other repair or replacement work.
 - All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Authority. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from GMC/GSCDCL.
 - Replacement of system components shall be the same manufacturer and model as original equipment, or better as authorized by GMC/GSCDCL
 - Redline all irrigation repairs or renovations which represent changes to the existing irrigation on current record drawing prints and submit to GMC/GSCDCL.

Table 5: Routine E&M work schedule

Service	Description	Frequency
Plumbing Drainage	Repair and maintenance of plumbing components such as UGWT, valves, traps, thermostatic mixing valves, RPZ devices, heat exchange devices and water heaters	Regular weekly checks of connections. Repairs as per regular checks and requirements
	Repair and maintenance of fire service reticulation and firefighting fixtures	Routine Check for maintenance once in 1 month. Repairs as per requirement and check.

	Repair and maintenance of sewage and storm-water reticulation systems and fittings	Regular weekly checks of connections. Repairs as per regular checks and requirements
--	--	--

(iv) Electrical Connections

Electrical services are provided to ensure the on-site infrastructure is properly installed and maintained to current code. Electrical infrastructure includes

- High Voltage reticulation;
 - Low Voltage reticulation;
 - Those electrical components considered to be part of the buildings basic electrical wiring.
- a. Maintenance of all in ground and above ground distribution networks owned by GSCDCL/GMC
 - b. Repair and maintenance of electrical components such as lighting, general purpose outlets and other connections and devices onsite.
 - c. Repair and maintenance of fire detection systems; Transformer oil tests;
 - d. Electrical pole and conductor inspections.

Table 6: Routine E&M work schedule

Service	Description	Frequency
Electrical Components and Services	Maintenance of all in ground and above ground distribution networks and components	Routine checks once in two weeks. Repairs as per requirements.
	Repair and maintenance of electrical components such as lighting, general purpose outlets and other connections and devices onsite and fire detection systems	Routine checks once in two weeks. Repairs as per requirements.

6. Pest Control

- (i) Pest control is to be done in all the areas as per tender document.
- (ii) Pest control is to be done at least four times a month.
- (iii) Only 'A' grade safe material is to be used for the pest control.
- (iv) Pest control is required for mosquitoes, ants, bees, flies, mice, rats, spiders, termites. (v) All the material required for pest control work will be arranged and provided by Service Provider.

7. O&M Committee Responsibilities Schedule

(i) Overall Responsibility

- (a) The specific O&M and revenue contractor is responsible for ensuring compliance to the SOP for the project sites under their jurisdiction. In the

case of multiple facilities within the project sites, the responsibility lies with all concerned departments of the Gwalior Municipal Corporation/GSCDCL.

- (b) An O&M Committee is proposed, which will be headed by CEO, GSCDCL. The committee comprised shall monitor and supervise the project site.
- (c) The committee shall ensure compliance to infrastructure requirements and maintenance standards.

(ii) Inspection framework and tasks

(a) Periodic Inspection

The Agency/Contractor shall have a well-developed schedule and dedicated team of supervisors to perform daily / weekly and monthly Inspection. The Monthly Inspection report comprising of Daily and weekly updates should be submitted to the Authority every month.

- Daily Inspection

Sr. No.	Area & Activity
1	Check if the project site have been cleaned / swept and waste removed appropriately.
2	Check if all Dustbins have been emptied and cleaned.
3	Check if grass mowing and hedge clipping has been done.
4	Check if all fixtures (light bulbs, etc.) are functional and the selfie structure is adequately illuminated
5	Check if waste has been removed from project area premises.

- Weekly Inspection

Sr.No	Area & Activity
1	Check all daily reports since past week for compliance. Check all items as outlined in daily inspection report during weekly inspection as well.
2	Check past 3 weekly reports for areas identified for improvement/ corrections and check if the same have been addressed.
3	Check if storm fallen trees have been removed.
4	Check if all signage have been cleaned.
5	Check and remove all dry branches of shrub plants

- Monthly Inspection

Sr.No.	Area & Activity
1	Check all daily and weekly reports since last month for compliance. Check all items as outlined in daily and weekly inspection report during monthly inspection as well.
2	Check past 3 monthly reports for areas identified for improvement/

	corrections and check if the same have been addressed.
3	Repair/paint all grills, walking paths, boundary walls, fitting and fixtures in toilets and other areas in the project area, signage, gates, etc.
4	Repair water body / sprinkler system, compost machine as required
5	Check and remove all dead trees in the project areas
6	Check all major infrastructural items and fittings to ensure they are in good condition.
7	Check roster/daily register of housekeeping staff to see that the deployment is adequate and timely.
8	Ensure proper disposal of good earth, manure, sand etc.

Annexure 11 Assessment levels during Operation & Maintenance period

(i) Evaluation Parameters

Following three broad parameters are being proposed here for evaluation/rating the project sites for overall cleanliness and maintenance

- (a) Infrastructure availability,
- (b) Maintenance of project site premises and equipment, and
- (c) Feedback from visitors

(a) INFRASTRUCTURE SCORE (MAXIMUM 30)					
Integrity of the Structure	In good condition	Minor wear & Tear	Broken condition		
	10	5	0		
Lighting of the structure	Well-lit with adequate and quality fixtures	Inadequately lit with improper fixtures	Improper provision		
	10	5	0		
Cleaning equipment/ brooms etc	Available in adequate number	Available in deficit	Not available		
	10	5	0		
SUB-TOTAL INFRASTRUCTURE SCORE (A)-					

(b) Service/Maintenance Score (MAXIMUM 40)					
1) Cleaning/Housekeeping					
Overall site Cleaning	Swept Daily	Swept periodically	Never Swept		
	10	5	0		
Landscape/Softscape maintenance (pruning, mowing etc)	Maintained as per schedule	Schedule not available	Irregular		
	10	5	0		
Dustbins and equipment cleaning	Daily	Weekly	Irregular		
	5	3	0		

Cleaning after special events	Within 24 hours	Within 2 days	Within week		
	5	3	0		
2) Utilities					
Lighting fixtures and electric power supply	Maintained as per the schedule	Only repaired when non operational	Not maintained and repaired		
	5	3	0		
3) Security					
CCTV surveillance and uptime	Full time	Unavailable in breaks	Not functioning		
	5	3	0		
SUB-TOTAL MAINTENANCE SCORE (B)-					

(c) Feedback Score (MAXIMUM 30)			
Project site /Grounds Maintenance	Well maintained	Not upto required standards	Poorly maintained
	10	5	0
Availability and cleanliness of all facilities	Sufficient numbers of clean toilets available for use	Sufficient number but not cleaned	Not enough numbers available for use
	10	5	0
Project site /Ground lighting	Well-lit at night	Dim-lit at night	Poorly lit
	10	5	0

(iii) Scoring Category And Framework:

The total score obtained by the Contractor/Agency will comprise of the score for each of the three parameters mentioned at “a to c” above. The combined percentage score will be considered for deciding the achievement of targeted requirements and will also be the basis for penalty as described below:

Scoring Framework:

Score range (Rounded off to the next higher no.)	Performance Category	Remarks
85% and above	A	Target level of acceptable performance
70% – 84%	B	Improvement required
69% and below	C	Unacceptable level of performance

(iv) Penalty Clause:

Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Authority, it will be brought to the notice of the Contractor/Agency by the Authority. If no action is taken immediately, the Authority shall levy the penalty as mentioned below:

Penalty criteria for the scores based on the scoring category.

	Penalty Criteria	Penalty charges
1	2 consecutive scores in performance category B and C	5% of the quarterly fees payable by GSCDCL.
2	3 or more times scores in category B within an year	10% of the quarterly fees payable by GSCDCL.
3	3 or more times scores in category C within an year	15% of the quarterly fees payable by GSCDCL.