

# **Ujjain Smart City Limited**



**Request for Proposal**

**for**

**“HVAC Works at Ujjain Smart City Limited”**

NIT No. USCL/432

**Tender ID: 2026\_UAD\_511024\_1 Ujjain Date: 27/05/2026**

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**Ujjain Smart City Limited  
Mela Office, Kothi Road,  
Ujjain, Madhya Pradesh – 456010**

## Ujjain Smart City Limited

Mela Office, Kothi Road,  
Ujjain, Madhya Pradesh – 456010

Phone No. 0734 2525856; E-mail: [ujjainsmartcity@mpurban.gov.in](mailto:ujjainsmartcity@mpurban.gov.in)

Website: <https://ujjainsmartcity.com/en/about-uscl/>

**NIT No. USCL/432 Tender ID: 2026\_UAD\_511024\_1 Ujjain Date: 27/05/2026**

Ujjain Smart City Limited (USCL) invites online bids from eligible bidders for “*HVAC Works at Ujjain Smart City Limited*” as per details given below:

SNo	Particulars	Details
1	Name of Work and Site	<b>HVAC Works at Ujjain Smart City Limited</b>
2	Cost of Tender Document / Bid submission Fee	Rs 10,000/- plus GST
3	Earnest Money Deposit (EMD) / Bid Security	Rs 1,20,000/-
4	Probable Amount of Contract (PAC)	<b>Rs. 59,68,892/-</b> (Rupees Fifty-Nine Lakh Sixty-eight thousand eight hundred ninety-two only) (Excluding GST)
5	Purchase of Tender Date	27/05/2026
6	Pre-bid Meeting	04/06/2026 Time 15:00 hrs. at Mela Karyalaya Office, Kothi Road, Ujjain
7	Purchase of Tender End Date	18/06/2026 up to 17:00 hrs.
8	Financial and Technical Bid Submission End Date (Online)	18/06/2026 up to 17:00 hrs.
9	Technical Bid Submission End Date (Physical Only)	Not Applicable
10	Technical Bid opening	19/06/2026 after 17:00 hrs.
11	Financial Bid opening	To be notified
12	Completion Period	<b>Five (5) Years</b>
13	Validity period of Bids	120 Days after the Last date of Submission
14	Mode of selection of Contractor	Open Tender through e-procurement. The contract shall be awarded to the Lowest ( <b>L1</b> ) responsive bidder meeting all eligibility criteria.

*Note: In case of any mismatch in key dates, key dates showing on e-portal shall be final. For more details, please refer to e-procurement website: [www.mptenders.gov.in](http://www.mptenders.gov.in). Corrigendum or amendments, if any, shall be uploaded on this website only.*

## **UJJAIN SMART CITY LIMITED (USCL)**

### **MADHYA PRADESH**

#### **APPENDIX 2.10**

### **TENDER DOCUMENT**

Office of the	:	<b>Ujjain Smart City Limited</b>	
NIT Number and Date	:	USCL/432	
Date of NIT	:	27/05/2026	
Agreement Number and Date	:		
Name of Work	:	<b>HVAC Works at Ujjain Smart City Limited</b>	
Name of the Contractor	:		
Probable Amount of Contract	In Fig	:	<b>Rs. 59,68,892/-</b> (excluding applicable GST)
	In words	:	((Rupees Fifty-Nine Lakh Sixty-eight thousand eight hundred ninety-two only)
Contract Amount	In Fig	:	
	In words	:	
Stipulated Period of Completion	:	<b>Five (5) Years</b> only including intervening rainy season	

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

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

S. No.	Name of Work	Probable Amount of Contract (In Rupees)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Period of completion (In Months)
1	HVAC Works at Ujjain Smart City Limited	Rs. 59,68,892/-	Rs. 1,20,000/-	Rs. 10,000/-	Five (5) Years (Including intervening rainy season)

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/ internet banking. / NEFT/RTGS/ System generated Challan
3. At the time of submission of the bid the eligible bidder shall be required to:
  - a. *Pay the cost of bid document.*
  - b. *Deposit the Earnest Money*
  - c. *Submit a check list and*
  - d. *Submit an affidavit.**Details can be seen in the Bid Data Sheet. The above details are to be submitted online only.*
4. **Eligibility for Bidders:**
  - a. The Bidder shall be a Company incorporated under the Companies Act, LLP, Partnership Firm, or Proprietorship Firm; registered under applicable laws in India and operational for at least last three (3) years.  
In case of Proprietorship Firm, the bidder shall be required to submit valid registration documents, GST registration, PAN, and certified financial statements. The Authority reserves the right to apply additional scrutiny regarding financial and technical capacity, and may require enhanced performance security to safeguard contract performance.
  - b. At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.
  - c. The bidder / ~~One of the members of Joint Venture~~ / Sub-contractor should have valid A Class Electrical Contractor License from Madhya Pradesh Government Electrical Licensing Board (Office of Chief Electrical Inspector, MP Govt.) at the time of signing of the Contract.
  - d. The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.
  - e. Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
5. The Bid Document can be purchased only online as per brief NIT Other key dates may be seen in bid data sheet.
6. Amendments to NIT, if any, would be published on website only, and not in newspaper.

**Executive Director**  
**Ujjain Smart City Limited**

**Notice Inviting e- Tenders**  
**Ujjain Smart City Limited**  
**Office of the Executive Director, Ujjain Smart City Limited**

N.I.T.NO. USCL/432

Dated. 27/05/2026

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

S. No.	Name of Work	Probable Amount of Contract (In Rupees)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Period of completion (In Months)
1	<b>HVAC Works at Ujjain Smart City Limited</b>	<b>Rs. 59,68,892/-</b>	<b>Rs. 1,20,000/-</b>	<b>Rs. 10,000/-</b>	<b>Five (5) Years (Including intervening rainy season)</b>

1. Document & other details shall be available on website <https://mptenders.gov.in>
2. The Bid Document can be purchased only online as per the schedule given in Brief NIT.
3. **Pre-Bid Meeting** is scheduled on **3:00 PM** as per the schedule given in Brief NIT **at USCL office Mela Karyalaya Ujjain.**
4. Amendments to NIT, if any, would be published on website only, and not in Newspaper.
5. The EMD shall be deposited online through portal via Electronic EMD (RTGS, NEFT).
6. Key Dates:

S.No.	Particulars	Details
1	Purchase of Tender End Date (Online)	as per the schedule given in Brief NIT
2	Pre- Bid Meeting	as per the schedule given in Brief NIT
3	Financial and Technical Bid Submission End Date (Online)	as per the schedule given in Brief NIT
4	Technical Bid opening (Online)	as per the schedule given in Brief NIT

*Note: In case of any mismatch in key dates, key dates showing on e-portal shall be final. For more details, please refer to e-procurement website: [www.mptenders.gov.in](http://www.mptenders.gov.in). Corrigendum or amendments, if any, shall be uploaded on this website only.*

**Executive Director**  
**Ujjain Smart City Limited**

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

### **A. GENERAL**

#### **PROJECT OBJECTIVE AND KEY COMPONENTS**

##### **1. SCOPE OF BID**

1.1. The detailed description of work, hereinafter 'work', is given in the **Annexure E** of this document. The main Scope of work includes **HVAC Works at Ujjain Smart City Limited, Ujjain.**

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

2.1. The work shall have to be executed in accordance with the drawings prepared by USCL/ Consultant (except for stone artwork and artforms) and approved by the competent authority, technical specifications specified in the Bid Data Sheet/Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

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

The procedure for participation in e-tendering is given in the Bid Data Sheet. as well as in Annexure F.

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

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

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

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

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

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

### **B. BID DOCUMENTS**

##### **7. CONTENT OF BID DOCUMENTS:**

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, Bid Data Sheet with all Annexure
3. Conditions of Contract:
  - I. Part I General Conditions of contract and the Contract Data with all Annexure, and
  - II. Part II Special Condition of Contract.
4. Specifications
5. Drawings / Suggestive Graft is given in Annexure E
6. Priced bill of quantities
7. Technical and Financial bid
8. Letter of Acceptance

9. Agreement, and
10. Any other document(s), as specified

## **8. EXAMINE**

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

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

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

- 9.1. Details of venue, date and time would be mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid-meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2. Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
- 9.3. Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 9.4. Pursuant to the pre-bid meeting, if the employer deems it necessary to amend the bid Documents, it shall be done by issuing amendment to the online NIT.

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

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

## **C. PREPARATION OF BID**

### **11. BID PREPARATION**

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

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

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

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

- i) Registration number or proof of application for registration and organizational details in the format given in the bid data sheet.
- ii) Payment of the cost of Bid Document.
- iii) PAN Number
- iv) GST Number
- v) Earnest Money: and
- vi) Duly notarised Affidavit On Non Judicial stamp of Rs. 100 as per Annexure -B.

*The above details are to be submitted online only.*

**Part 2 –** This shall be known as Online **Envelope B** and required to be submitted only in work where pre-qualification conditions and / or special eligibility conditions are stipulated in the Bid Data Sheet.

Online Envelope B shall contain a self-certified sheet duly supported by documents to demonstrate fulfilment of pre-qualification conditions.

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

**13. LANGUAGE:**

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

**14. TECHNICAL PROPOSAL:**

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

**15. FINANCIAL BID:**

- 15.1. The bidder shall have to quote rates in format referred in Bid Data Sheet, in overall percentage, and not item wise, if the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- 15.2. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- 15.3. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies except Goods & Services Tax (GST). The amount of applicable GST will be paid separately to the contractor with each bill at the time of payment; and the Employer shall not be liable for any duties, taxes (Except GST) royalties and levies.
- 15.4. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

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

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

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

- 17.1. The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2. EMD/ Bid Security shall be submitted only online using options available in the tender portal within the specified time limit. Bidders are advised to process it well in advance. No claim shall be entertained due to delay in online transactions via payment gateway/banking portal."
- 17.3. Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4. EMD of all bidders except L1 will be returned within ten working days of the decision on the bid.
- 17.5. EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance security.

- 17.6. Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money.

#### **D. SUBMISSION OF BID**

##### **18. BID SUBMISSION**

The Bidder is required to submit digitally signed Bid ie. Envelop A, B & C Online only. No physical submission of the Bid will be accepted except in exceptional case under clause 19.7."

#### **E. OPENING AND EVALUATION OF BID**

##### **19. PROCEDURE:**

- 19.1. Envelope "A" shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope "A" does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelope B and / or C of such bid shall not be opened.
- 19.2. Wherever Envelope 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope 'B' Envelope 'C' (financial bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.
- 19.3. Envelope 'C' (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope 'C'
- 19.4. After opening Envelope 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6. The employer reserves the right of accepting the bid for the whole work or for a distinct part of it.
- 19.7. "In exceptional case, if physical submission of certain documents is found essential, then expressed prior permission must be obtained in writing by the tender issuing authority from an authority, as authorized by the State Government. In such a case, such documents are required are to be submitted physically at the place and date specified in the Bid Data Sheet. In case of any mismatch in the documents submitted in the physical form and that uploaded or ie online, or if the contractor fails to submit the document physically, the bid shall be liable for rejection as non- responsive.

##### **20. CONFIDENTIALITY:**

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

#### **F. AWARD OF CONTRACT**

##### **21. AWARD OF CONTRACT:**

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted. The original copy of Affidavit will have to be submitted by the successful bidder at the time of signing of contract.

##### **22. PERFORMANCE SECURITY**

- 22.1. Prior to signing of the contract, the bidder to whom LOA has been issued shall have to furnish performance security of the amount in the form and for the duration, etc. as specified in the Bid Data Sheet.

22.2. Additional performance security, if applicable, is mentioned in the Bid data sheet and shall be in the form and for the duration, etc. similar to Performance Security.

**23. SIGNING OF CONTRACT AGREEMENT:**

23.1. The successful bidder shall have to furnish Performance Security and Additional Performance Security, if any, and sign the contract agreement within 15 days of issue of LOA

23.2. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the employer to the contractor for commencement of work.

23.3. In the event of failure of the successful bidder to submit Performance Security and Additional Performance Security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking any other action against the bidder.

**24. CORRUPT PRACTICES:**

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

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

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

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

**(END OF ITB)**

**BID DATA SHEET**

<b>GENERAL</b>		
<b>SR.NO.</b>	<b>PARTICULARS</b>	<b>DATA</b>
1	Office inviting tender	<b>UJJAIN SMART CITY LIMITED</b>
2	NIT No.	<b>N.I.T.NO. USCL / 432</b>
3	Date of NIT	<b>27/05/2026</b>
4	Bid document download available from date & time	<b>27 /05/2026</b>
5	Website link	<b>https://mptenders.gov.in</b>
<b>SECTION 1 – NIT</b>		
<b>CLAUSE REFERENCE</b>	<b>PARTICULARS</b>	<b>DATA</b>
2	Portal fees	<b>As notified in e-tendering website</b>
3	Cost of bid document	<b>Rs 10,000/- + portal processing fees etc.</b>
	Cost of bid document payable at	<b>As notified in e-tendering website</b>
	Cost of bid document in favour of	<b>As notified in e-tendering website</b> (Bidders shall be directed to the payment gateway through the portal)
4	Affidavit format	<b>As per ANNEXURE B</b>
5	Pre-Qualifications required	<b>NA</b> -
	If yes, details	<b>As per ANNEXURE C</b>
6	Special Eligibility	<b>No</b>
	If Yes, details	<b>As per ANNEXURE D</b>
7	Key dates	<b>As per ANNEXURE A</b>
<b>SECTION 2 – IT B</b>		
<b>CLAUSE REFERENCE</b>	<b>PARTICULARS</b>	<b>DATA</b>
1.	Name of ‘work’	<b>HVAC Works at Ujjain Smart City Limited</b>
2.	Specifications	<b>As per ANNEXURE –E</b>
3.	Procedure for participation in e-tendering	<b>As per ANNEXURE –F</b>
4.	Whether joint venture is allowed	<b>No</b> <b>Maximum Two (2) Nos including Lead Bidder</b>
	If yes, requirement for joint venture	<b>As per ANNEXURE – G</b>
	Pre bid meeting to be held	<b>Yes</b>
	If Yes, Date, Time & Place	<b>As per NIT</b> <b>Place: Mela Office, Kothi Road, Ujjain, Madhya Pradesh – 456010</b>

<b>CLAUSE REFERENCE</b>	<b>PARTICULARS</b>	<b>DATA</b>
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12	Envelop A containing: i. Registration number or proof of application for registration and organizational details as per Annexure H ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per Annexure – B	Online submission Only
	Envelope-B Technical Proposal	<b>ANNEXURE – I and ANNEXURE –I (Format I-1 to I-5)</b>
	Envelope-C Financial Bid	<b>Annexure – J (SHOULD BE SUBMITTED ONLINE)</b>
	Materials to be issued by the department	<b>ANNEXURE – K</b>
	Period of Validity of Bid	<b>120 Days</b>
17	Earnest Money Deposit	<b>Rs. 1,20,000/-</b>
	Forms of Earnest Money deposit	<b>e-EMD (RTGS / NEFT)</b>
	EMD valid for a period of	<b>120 Days beyond the final validity period of bids from the last date of submission of bids.</b>
19	Opening and evaluation of bid: Procedure	<b>Refer Annexure -00 at the end of Bid Data Sheet</b>
21	Letter of Acceptance (LoA)	<b>ANNEXURE L</b>
22	Amount of Performance Security	<b>Performance Security at the rate of three (3) percent of the contract value shall be required In case of any discrepancy in provisions on performance security, the latest guidelines issued by Finance Department/PWD/UADD of Govt. MP shall be applicable.</b>
	Additional Performance Security, if any	<b>In case the quote of the Successful Bidder is more than 10% below the PAC amount, then additional performance security shall be required to be submitted by the successful bidder. the latest circular issued by PWD of MP Govt. shall be applicable. (MPPWD Order No. F-53/02/2011/YO/19/525, DATED- 14/02/2025) (as attached)  The Additional Performance Security shall not be treated as part of Performance Security and shall be released on completion of project.  In case of any discrepancy in provisions on performance security or additional performance security, the latest guidelines issued by Finance Department/PWD/UADD of Govt. MP shall be applicable.</b>

	<p>मध्यप्रदेश शासन लोक निर्माण विभाग मंत्रालय</p> <p>क्रमांक-एफ-53/02/2011/यो/19</p> <p>भोपाल, दिनांक // आदेश //</p>
	<p>मध्यप्रदेश शासन, लोक निर्माण विभाग द्वारा जारी आदेश क्रमांक-एफ-53/02/2011/यो/19/2022 भोपाल, दिनांक 10 अगस्त 2022 में अतिरिक्त परफॉर्मेंस गारंटी की राशि की गणना के लिए उल्लेखित गणतीय विधा के विन्दु क्रमांक 3(अ) एवं 3(ब) में निम्नानुसार संशोधन उपरान्त प्रतिस्थापित किया जाता है:-</p>
	<p>3.1 निविदा में 10 प्रतिशत कम दर प्राप्त होने पर कोई अतिरिक्त परफॉर्मेंस गारंटी की राशि नहीं लिया जाना है।</p>
	<p>3.2 निविदा में 10 से 20 प्रतिशत तक कम दर आने पर निविदा दर 10 प्रतिशत से बढ़कर जितने प्रतिशत कम होगी PAC राशि का उतना प्रतिशत अतिरिक्त परफॉर्मेंस गारंटी की राशि निम्नानुसार होगी:-</p>
	<p>उदाहरण- यदि निविदा की अनुमानित लागत (PAC) Rs. 100.00 लाख है, तथा सफलतम निविदाकार की दर 14 प्रतिशत Below SOR हो तो अतिरिक्त परफॉर्मेंस गारंटी की गणना निम्नानुसार होगी:- एफ.डी.आर. के रूप में प्रस्तुत की जाने वाली अतिरिक्त परफॉर्मेंस गारंटी की राशि:- Probable Amount of Contract (PAC) X Rates Below SOR Beyond 10%=100(14%-10%)= Rs. 4.00 लाख</p>
	<p>3.3 निविदा में 20 प्रतिशत से अधिक कम दर (RATES BELOW SOR BEYOND 20%) आने पर निविदा दर आने पर गणना निम्नानुसार होगी:-</p>
	<p>उदाहरण- यदि निविदा की अनुमानित लागत (PAC) Rs. 100.00 लाख है तथा, सफलतम निविदाकार की दर 24 प्रतिशत Below SOR हो तो अतिरिक्त परफॉर्मेंस गारंटी की गणना निम्नानुसार होगी:- एफ.डी.आर. के रूप में प्रस्तुत की जाने वाली अतिरिक्त परफॉर्मेंस गारंटी की राशि:- A+B</p>
	<p>A. Probable Amount of Contract X1 x Rates Below SOR Beyond 10% upto 20% = 100x1x (10%) = Rs. 10.00 लाख</p>
	<p>B. Probable Amount of Contract X Rates Below SOR Beyond 20% = 100x2x (4%) = Rs. 8.00 लाख</p>
	<p>अर्थात् कुल अतिरिक्त परफॉर्मेंस गारंटी की राशि- (A+B)= Rs. 18.00 लाख</p>
	<p>परिपत्र -Letter-2025-1</p> <p style="text-align: center;">/ 2 /</p>
	<p>3.4 ऐसे अनुबंध में जिनमें 10 प्रतिशत कम दर की सीमा से अधिक कम दरों पर अनुबंध निष्पादित किये जाने उन अनुबंधित कार्यों के पूर्ण होने के उपरान्त उनके अंतिम देयको का भुगतान संबंधित अधीक्षण यंत्रों के निरीक्षण उपरान्त संतोषजनक पाये जाने पर तदनुसार अधीक्षण यंत्रों द्वारा अनुमति प्रदान किये जाने के पश्चात ही किए जावे।</p>
	<p>3.5 उपरोक्त के अतिरिक्त कार्य स्थल पर स्थापित बैच मिक्स प्लांट, रेडीमिक्स कांक्रिट (RMC) प्लांट का अधीक्षण यंत्रों के द्वारा निरीक्षण किये जाने के उपरान्त ही कार्य प्रारंभ किया जावे।</p>
	<p>3.6 राशि रूपये 2.00 से 10.00 करोड़ तक के कार्यों के लिये स्थल पर स्थापित लेबोरेट्री का निरीक्षण अधीक्षण यंत्रों के द्वारा तथा राशि रूपये 10.00 करोड़ से अधिक के कार्यों के लिये स्थापित लेबोरेट्री का निरीक्षण मुख्य अभियंता द्वारा किये जाने के उपरान्त ही कार्य प्रारंभ किया जावे। अतिरिक्त परफॉर्मेंस गारंटी की एफ.डी.आर. कार्यपूर्णता के उपरान्त ही विमुक्त की जा सकेगी।</p>
	<p style="text-align: right;">( ए. आर. सिंह ) उप सचिव म0प्र0 शासन, लोक निर्माण विभाग भोपाल, दिनांक 14/02/2025</p>
	<p>पृ. क्रमांक-एफ-53/02/2011/यो/19/525 प्रतिलिपि:-</p>
	<p>1. प्रमुख अभियंता, (सड़क/पुल) लोक निर्माण विभाग भोपाल। 2. प्रबंध संचालक, म.प्र. सड़क विकास निगम भोपाल। 3. प्रमुख अभियंता (भवन) लोक निर्माण विभाग भोपाल। 4. प्रबंध संचालक, म.प्र. भवन विकास निगम भोपाल। 5. विशेष सहायक, माननीय मंत्री जी लोक निर्माण विभाग भोपाल। 6. समस्त मुख्य अभियंता, (सड़क/पुल) लोक निर्माण विभाग। 7. समस्त मुख्य अभियंता, (भवन) लोक निर्माण विभाग। 8. समस्त अधीक्षण यंत्रों, लोक निर्माण विभाग मध्य प्रदेश। 9. समस्त कार्यपालन यंत्रों लोक निर्माण विभाग मध्य प्रदेश। 10. कार्यपालन यंत्रों, (भवन) लोक निर्माण विभाग मध्य प्रदेश। की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।</p>
	<p style="text-align: right;">( ए. आर. सिंह ) उप सचिव म0प्र0 शासन, लोक निर्माण विभाग</p>

Performance security in the format	<b><i>ANNEXURE M</i></b>
Performance security in favour of	<b><i>Executive Director, USCL</i></b>
Performance security valid up to	<b><i>Valid till issue of Physical Completion Certificate plus Defect Liability Period plus, three months</i></b>
Additional Performance security valid up to	<b><i>Valid till issue of Physical Completion Certificate plus, three months</i></b>

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

**KEY DATES**  
**Please Refer Brief NIT**

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

**|| AFFIDAVIT ||**  
**(To be contained in Envelope A)**  
**(On Non Judicial stamp of Rs. 100)<sup>1</sup>**

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

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

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

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

**Or**

Following close relatives are working in the department:

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

Signature with seal of the Deponent (bidder)

I/We, \_\_\_\_\_ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief. . In the event of any information is to be found to be incorrect / untrue or found violated, then without giving any prior notice, our bid shall be liable for rejection or termination of contract, with prejudice to any other rights of Remedy including the forfeiture of the bid security / Performance security.

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

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

The original copy of **Affidavit** will have to be submitted by the successful **bidder** at the time of **signing** of contract

<sup>1</sup> Deleted Order issued by Chief Engineer MP PWD vide order No क्रमांक401/सा/विविध/002/2014 /2012भोपाल,दिनांक 08-01-2015

<sup>2</sup> Deleted as EMD is paid online.

**PRE- QUALIFICATIONS CRITERIA (Not Applicable)**

The bidder should have:

**A. Financial & Physical**

~~i. Experience of having successfully executed as prime contractor:~~

- ~~a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 years; or~~
- ~~b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 Years; or~~
- ~~c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 5 years.~~

~~(For Joint Ventures)~~

~~For the meeting the minimum qualification criteria of experience of similar nature work,~~

- ~~a) Out of 3 (three) similar works of value more than 20% of PAC, at least 2 (two) works must be done by lead partner and 1 (one) work to be done by other partner.~~

~~Or~~

- ~~b) Out of 2 (two) similar works of value more than 30% of PAC, at least 1(one) work must be done by lead partner and 1 (one) work to be done by other partner.~~

~~Or~~

- ~~c) In case of one similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However, the other partner must satisfy the criteria of least one work of 20% of PAC.~~

~~ii. **Average Annual Turnover** on the similar works/services *shall not be less than 50%* of the probable amount of contract during *the last 3 financial years ending on 31.03.2025*.~~

~~iii. Executed similar items of work in any one financial year during the last 3 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.~~

~~iv. **Bid Capacity** — Bidder shall be allotted work up to his available Bid Capacity, which shall be worked out as given in *Format 1-2 of Annexure I. Bid Capacity shall be equal to or higher than the bid amount (PAC)*.~~

**Note:**

1. **The similar work shall mean**

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

**SPECIAL ELIGIBILITY CRITERIA**

Not Applicable

## **SCOPE OF WORKS & SPECIFICATIONS**

# **HVAC WORKS AT UJJAIN SMART CITY LIMITED**

### **1. Project Background and Objective**

Ujjain Smart City Limited (USCL) requires a comprehensive contract for managing its climate control systems. The objective is to procure, install, and maintain new split air conditioners while ensuring the optimal performance of existing AC units through regular servicing and repairs.

### **2. Scope of Work**

#### **2.1 Supply and Installation of New Split ACs**

- **Equipment Supply:** Deliver brand-new, energy-efficient (minimum 3-star BEE rating) split air conditioners of various capacities (e.g., 1.0 Ton, 1.5 Ton, 2.0 Ton) as per USCL requirements.
- **Site Survey:** Inspect installation locations to determine optimal positioning, structural safety, and piping lengths.
- **Civil Works:** Execute core drilling, bracket mounting, and necessary civil touch-ups for indoor and outdoor units.
- **Electrical Integration:** Install suitable voltage stabilizers, circuit breakers (MCBs), and connect units to the main power points.
- **Refrigerant Piping:** Supply and install insulated copper piping and drain pipes up to the required lengths.
- **Testing & Commissioning:** Conduct pressure testing, vacuuming, gas charging, and initial run tests to verify cooling efficiency.

#### **2.2 Repair and Overhauling of Existing ACs**

- **Inventory Assessment:** Inspect, log, and test all existing air conditioning units across USCL premises.
- **Routine Servicing:** Perform deep chemical cleaning, filter washing, indoor coil brushing, and outdoor condenser flushing.
- **Component Repairs:** Replace faulty compressors, fan motors, capacitors, relays, control PCBs, and sensor assemblies.
- **Leak Rectification:** Identify refrigerant leaks, braze joints, evacuate systems, and recharge gas (R-32/R-410A or equivalent).

#### **2.3 Warranty and 5-Year Annual Maintenance Contract**

- **Defect Liability Period:** Provide a comprehensive 1-year onsite warranty for all newly supplied equipment and installation works; and 10 years OEM warranty on inverter compressors of new Acs.

- Comprehensive AMC: Deliver 5 years of CAMC (inclusive of all spare parts, gas charging, and labor) succeeding the warranty period.
- Preventive Maintenance: Execute mandatory quarterly preventive maintenance services for all new and existing AC units.
- Breakdown Support: Provide 24/7 emergency breakdown support with a maximum response time of 4 hours from call logging.

### **3. Technical Specifications and Standards**

- Refrigerant: As per OEM standards, use eco-friendly refrigerants with zero Ozone Depletion Potential.
- Materials: Utilize 100% pure copper coils and condensers for all new installations and replacements.
- Compliance: Adhere to Indian Standards (IS), National Electrical Code (NEC), and local electrical safety norms.

### **4. Service Level Agreements and Penalties**

- Response Time: Acknowledge breakdown calls within 2 hours; technician must arrive on-site within 4 hours.
- Resolution Time: Resolve standard faults within 24 hours. Complex repairs (e.g., compressor replacement) must be resolved within 48 hours.
- Uptime Guarantee: Maintain a minimum of 95% operational uptime per quarter across the entire AC inventory.
- Penalties: Implement a pre-defined penalty fee per day for unresolved complaints exceeding the stipulated SLA timelines.

### **5. Contractor Obligations and Deliverables**

- Tools & Safety: Provide all necessary scaffolding, ladders, safety harnesses, and specialized tools to the service crew.
- Logbooks: Maintain detailed service history cards, gas-charging logs, and breakdown reports signed by USCL officials.
- Manpower: Deploy qualified, certified, and background-verified HVAC technicians for all on-site activities.
- Disposal: Safely dispose of dismantled parts, old gas cylinders, and debris in accordance with environmental regulations.

### **6. Payment Terms and Schedule**

Payments will be released by Ujjain Smart City Limited upon successful completion of milestones and verification of deliverables, subject to the deduction of applicable taxes, retention money, and penalties.

#### **6.1 Supply and Installation of New Split ACs (Milestone-Based)**

- Milestone 1 (Supply): 70% of the equipment cost upon safe delivery of new AC units, stabilizers, and installation materials at the designated USCL site, backed by invoice verification and physical inspection.

- Milestone 2 (Installation): 20% of the equipment and installation cost after successful mounting, piping, electrical connection, testing, and commissioning of the units.
- Milestone 3 (Acceptance): 10% balance payment upon final handover, submission of warranty certificates, and signing of the joint commissioning report by the USCL engineer-in-charge.

## **6.2 Initial Repair and Servicing of Existing ACs (Work-Order Based)**

- Progressive Payment: 100% payment for repair works and spare parts will be released on a monthly or bi-monthly basis after successful execution.
- Documentation: Payments will be processed only after submission of verified service sheets, pressure/vacuum logs, and certification of functional status by the designated USCL authority.

## **6.3 5-Year Annual Maintenance Contract (AMC)**

- Billing Frequency: AMC payments will be made on a Quarterly Basis (equal instalments representing 25% of the annual AMC value) at the end of each completed quarter.
- Mandatory Attachments: Invoice submission must be accompanied by:
  - Quarterly preventive maintenance logs for all inventory units.
  - Breakdown resolution logs demonstrating adherence to SLA timelines.
  - Satisfactory performance certificates signed by department heads.
- Deductions: Any penalties accrued due to delayed resolution times or failure to meet the 95% uptime target will be directly deducted from that quarter's AMC invoice.

## **7. Performance Security and Security Deposit Clauses**

### **7.1 Performance Security (Initial Deposit)**

- Submission Requirement: The successful contractor must submit a Performance Security amounting to 3% of the total contract value within fifteen (15) days of receiving the Letter of Award (LoA).
- Valid Instrument: This security must be provided in the form of an irrevocable Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) from a scheduled commercial bank, drawn in favor of Ujjain Smart City Limited.
- Validity Period: The Performance Security must remain valid for the entire duration of the contract plus an additional sixty (60) days beyond the completion of all contractual obligations, including the 5-year AMC period.
- Forfeiture: USCL reserves the right to forfeit this security if the contractor fails to perform contractual duties, breaches SLA terms, or abandons the project.

### **7.2 Security Deposit**

- Deduction Mechanism: A Security Deposit (Retention Money) equal to 7% will be deducted from each running bill/gross bill submitted by the contractor during the execution of all contract phases (Supply, Installation, Repairs, and AMC).
- Release Conditions: The total accumulated Security Deposit will be retained by USCL and will only be released after the successful completion of all contractual obligations.

- Final Clearance: Release is subject to a "No Dues Certificate" issued by the USCL Engineer-in-Charge, confirming there are no pending rectifications, unresolved SLA penalties, or outstanding statutory liabilities.

## **8. Basis of Rates and Tender Premium:**

The items and quantities specified in the Bill of Materials (BOM) for this tender are strictly based on the Madhya Pradesh Public Works Department Schedule of Rates 2025 (MP PWD SOR 2024 - Electrical). Bidders are required to evaluate these rates thoroughly and quote their overall Tender Premium (Percentage Above / Below / At Par) accordingly within the financial bid submission. This quoted percentage shall apply uniformly to all relevant components executed under the contract.

## **9. Basis of Applicable IS Codes & Standards:**

Based on the Scope of Work (SOW) mentioned above which covers the procurement, installation, commissioning, electrical integration, and comprehensive maintenance of split air conditioners below is a brief list of the applicable **Bureau of Indian Standards (BIS) Codes** that the contractor must comply with:

### **9.1 HVAC Equipment & Performance Standards**

- **IS 1391 (Part 2) : 2023** – *Room Air Conditioners – Specification (Split Air Conditioners)*: Governs the construction, safety, testing, and performance requirements for split AC units.
- **IS 8148** – *Packaged Air Conditioners*: Relevant if any larger capacity/packaged units are identified during the inventory assessment.
- **BEE Star Labeling Program** – Adherence to the Bureau of Energy Efficiency norms for the mandatory minimum 3-star rating specified in the scope.

### **9.2 Electrical Integration & Safety Standards**

- **IS 732** – *Code of Practice for Electrical Wiring Installations*: Covers the design, execution, testing, and safety of the wiring connections from the main power points to the indoor/outdoor units.
- **IS 3032 / IS 302** – *Safety of Household and Similar Electrical Appliances*: Ensures general electrical safety compliance for the equipment, voltage stabilizers, and control circuit operations.
- **IS 2516 / IS 60947** – *Specification for Low-Voltage Switchgear and Controlgear*: Governs the installation of circuit breakers (MCBs) and switches used for individual AC isolation.
- **National Electrical Code (NEC) of India** – Comprehensive baseline for all electrical execution, grounding, and routing safety.

### **9.3 Safety, Mechanical, and Refrigerant Piping Codes**

- **IS 659** – *Safety Code for Air Conditioning*: The fundamental safety standard governing the design, structural installation, and maintenance safety of AC systems, mechanical equipment, and electrical integration.
- **IS 3615** – *Glossary of terms used in refrigeration and air conditioning*: For standard technical nomenclature across service logs, pressure metrics, and breakdown reports.

### **9.4 Materials & Installation Standards**

- **IS 191 / IS 10773** – *Standards for Copper and Copper Alloys / Deoxidized Copper Tubes*: Validates the quality of the 100% pure insulated copper refrigerant piping required by the document.

#### **10. Deployment of Dedicated On-Site Technical Support:**

In addition to the comprehensive 1-year onsite warranty provided by the contractor and the 10-year OEM warranty on inverter compressors, the contractor shall deploy at least one (1) dedicated, full-time HVAC technician exclusively at the Ujjain Smart City Limited (USCL) premises throughout the entire 5-year Comprehensive Annual Maintenance Contract (CAMC) period.

The dedicated technician must be stationed on-site during standard USCL working hours to conduct routine inventory monitoring, execute mandatory quarterly preventive maintenance, and provide immediate troubleshooting.

For after-hours or emergency breakdowns, this dedicated resource (or a designated standby team) must remain accessible to ensure compliance with the 2-hour call acknowledgment and 4-hour on-site arrival SLA timelines.

The deployed individual must be a qualified, certified, and background-verified HVAC technician. The contractor shall provide the technician's credentials and identity verification to the USCL Engineer-in-Charge prior to deployment.

All institutional costs, statutory liabilities, salaries, and provisions for safety gear/tools for this dedicated resource must be bundled into the contractor's financial bid for the 5-year CAMC.

#### **11. Testing, Commissioning & Handover**

The Contractor shall conduct testing and commissioning of all new components installed under the Contract and as well as post-repair/servicing of existing components.

After completion of contract, the contractor shall arrange trial operation for minimum 30 days and arrange rectification of issues observed during trial. Final handover will be after compliance certification by PDMC / USCL.

The Contractor shall provide Training to O&M staff, O&M manuals, QAP Manuals, Periodic cleaning maintenance records and protocols.



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

**PROCEDURE FOR PARTICIPATION IN E-TENDERING**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as MudhraCA/ GNFC/IDRBT/ Mtnl Trust line / SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. ~~In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected~~
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid up- dation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e- Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurements system to the TIA well before the bid submission end date and time (as per Server System Clock).

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

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

**Not Applicable**

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

1. Number of partners in a Joint Venture shall not exceed 3 (three). The partners shall comply with the following requirements:
  - a. One of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
  - b. The bid and, in case of successful bid, the Agreement, shall be signed so as to be legally binding on all partners.
  - c. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge.
  - d. All the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of successful bid.
  - e. Bidder shall submit the joint venture agreement indicating precisely the role and responsibilities of all the members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer.
  - f. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
  - g. The joint venture agreement shall be registered at the time of agreement, so as to be legally valid and binding on all partners.
2. All the partners should meet out the minimum qualifying criteria required for the bid and collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of joint venture shall be in the name of the partner Lead partner/joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid
6. A copy of the Joint Venture agreement entered into by the partners made on Rs 500/- Non-judicial stamp duly notarized shall be submitted with the bid. However at the time of

agreement bidder shall get the joint venture agreement registered, so as to be legally valid and binding on all partners.

7. Furnish details of participation proposed in the joint venture as below:

PARTICIPATION DETAILS	FIRM 'A' (Lead Partner)	FIRM 'B'	FIRM 'C'
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key personnel			
Execution of Work (Give details on contribution of each)			

8. The partners of J.V. should satisfy the qualification criteria as below,

- a. The Lead Partner must have the share of 51% in the J.V.
- b. The other partner(s) must have a share of minimum 25% in the J.V.
- c. The lead partner and the other partners must also meet 51% and 26% of the all qualification criteria respectively except for the requirement of work experience described in Annexure 'C'. However both the partners must satisfy the full 100% qualification criteria jointly. For this purpose the qualification of individual partners shall be added (for Average annual turnover, Net worth).

9. For the meeting the minimum qualification criteria of experience of similar nature work,

- (i) Out of 3 (three) similar works of value more than 20% of PAC, at least 2 (two) works must be done by lead partner and 1 (one) work to be done by other partner.

Or

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

Or

- (iii) In case of 1 (one) similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However, the other partner must satisfy the criteria of least one work of 20% of PAC.

**Annexure-H**

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

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

S.No.	Particulars	Details
1	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	‘(If applicable, scanned copy of proof of application for registration to be uploaded)
1a	MSME Registration	No. _____ Date _____ (Scanned copy of Registration to be uploaded)
2	Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP	Registration No. _____ Date _____ (Scanned copy of Registration to be uploaded)
3	Name of Organization/ Individual/ Proprietary Firm/Partnership Firm	
4	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/Limited Company (Registered under the Companies Act— 1956/2013)/ Corporation / Joint Venture	
5	Address of Communication	
6	Telephone Number with STD Code	
7	Fax Number with STD Code	
8	Mobile Number	
9	E-mail Address for all communications	
	Details of Authorized Representative	
10	Name	
11	Designation	
12	Postal Address	
13	Telephone Number with STD Code	
14	Fax Number with STD Code	
15	Mobile Number	
16	E-mail Address	
17	PAN Number	
18	GST Number	

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

Signature of Bidder with Seal

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

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

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

Not Applicable

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

Note:

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

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

Not Applicable

**The bidder should have:**

**A. Financial & Physical**

**i. Experience of having successfully executed as prime contractor:**

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 years; or
- b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 Years; or
- c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 5 years.

**(For Joint Ventures)**

**For the meeting the minimum qualification criteria of experience of similar nature work,**

Out of 3 similar works of value more than 20% of PAC, at least 2 works must be done by lead partner and one work to be done by other partner.

Or

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

Or

In case of one similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However the other partner must satisfy the criteria of least one work of 20% of PAC.

iii) The lead partner and the other partner must also meet 51% and 26% of the all qualification criteria respectively except for the requirement of work experience described in Annexure-I-1(A) . However, both the partners must satisfy the full {100%} qualification criteria jointly. For this purpose the qualification of individual partners shall be added { For Annual Average Turn Over and for Bid Capacity Only }.

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

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

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

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

Agreement	Name	Date of	Date of	Amount of	Amount of	Employer's

Number & Year	of Work	Work Order	Completion	Contract	balance work	Name and Address

**B. — Physical Requirement:**

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

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

Note:

1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 5 financial years,

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

**ANNUAL TURN OVER**  
Not Applicable

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

To be filled in by the contractor:

Financial Year Payments received for contracts in progress or completed

Financial Year	Payments received for contracts in progress or completed
1. 2020-2021	
2. 2021-2022	
<b>3. 2022-2023</b>	
<b>4. 2023-2024</b>	
<b>5. 2024-2025</b>	

Note:

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

**Bid Capacity**

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

Bid Capacity =  $(1.5A \times B) - C$  and its should be more than PAC.

Where

A. = Maximum value of civil engineering works executed in any one year during the last five year (10% weightage per year shall be given to bring the value of work executed at present price level)

B = Proposed contract period in number of years prescribed for completion of the works (period up to 1 year shall be taken as one year),

C = Value at current price level of existing commitments and ongoing works to be completed in the next 'B' years.

FY	2024-25	2023-24	2022-23	2021-22	2020-21
MF	1.00	1.10	1.21	1.33	1.46

Bids shall be opened in order of their listing in one NIT. In case of bidder's participation in multiple tenders listed in ine NIT, his bid capacity shall be exhausted, if found L1, in order of tenders opened. Soon after bid capacity of a bidder has exhausted, his next bid shall not be opened

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

**List of Technical Personnel for the Key Positions<sup>3</sup>(to be referred for civil works)**

The Contractor will have to appoint the following key personnel during the execution and entire contract period, apart from other key personnel and support staff as necessary.

The qualification and experience requirements are as under.

<b>S.No.</b>	<b>Details</b>	<b>Qualification</b>	<b>Experience</b>
1.	HVAC/Electrical Engineer – 1 No	B.E./B. Tech Electrical	
2.	Technician – 2 Nos	Diploma/ITI in HVAC	

NOTE: At the time of signing of the agreement the contractor must submit the biodata of experts for above positions for the approval from USCL and shall be mobilized after the approval only.

**Penalty for non-deployment of above staff are as follows:**

S. No.	Details	Penalty to be computed on Per Month basis
1	HVAC/Electrical Engineer – 1 No	Rs. 50,000/- p.m.
2	Technician – 2 Nos	Rs. 20,000/- p.m.

Note:

1. Aforesaid personnel shall be deployed within the period starting from the date of award of contract as stipulated in the contract.
2. Approval of the superintending engineer about suitability of personnel shall be obtained before deployment.
3. The Bidder shall submit CVs of proposed personnel confirming eligibility, experience and suitability of the personnel for the project.

The Contractor shall fill the following format:

S. No	Key Positions	Qualifications	Age	Similar Work Experience	Total Work Experience	Name of Personnel	Key Position	Qualification	Similar Work Experience	Total Work Experience
1.										
2.										
3.										
4.										
5.										
6.										
7.										
<b>Total</b>										

Note:

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

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

**LIST OF EQUIPMENTS / MACHINES FOR CONSTRUCTION WORK**

Not Applicable

			Available with the bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
1	Set of I. S. sieves			
2	Atterberg Limit Apparatus			
3	Sand replacement Apparatus			
4	Crushing Strength Testing Machine			
5	Flexural Strength Testing Machine			
6	Compression Testing Machine, Capacity 50 tones.			
7	Aggregate Crushing value Apparatus			
8	Los Angeles Abrasion Machine			
9	Aggregate Impact Test Machine			
10	Concrete Batching Plant			
11	Length and Thickness Gauges			
12	Vicat apparatus for testing setting times			
13	Slump testing apparatus			
14	Needle & Plate Vibrator			
15	500gm, 10 Kg balances			
16	Length and Thickness Gauges.			
17	Electrical Oven			

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

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

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

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

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

**Note:**

- i. Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates .given therein shall be quoted.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance -security and sign the agreement his earnest money deposit shall be forfeited.
- iii. In case the percentage “above” or “below” is not given by a bidder, his bid shall be treated as non-responsive.
- iv. All duties, taxes, and other levies except Goods and services tax (GST) are included in the rates (in case of Percentage Rate Bids)/ Lump sum offer (in case of Lump-sum Bids) quoted by the bidder.

Signature of Bidder  
Name of Bidder

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

Signature of Officer  
by whom accepted

**Annexure — K**

*(See clause 15 of Section 2 -ITB)*

**MATERIALS TO BE ISSUED BY THE DEPARTMENT**

**Not Applicable for this contract**

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

**LETTER OF ACCEPTANCE (LOA)**

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

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

To,  
M/s. \_\_\_\_\_  
(Name and address of the contractor)

Subject: \_\_\_\_\_  
(Name of the work as appearing in the bid for the. work)

Dear Sir(s),

Your bid for the work mentioned above has been accepted on behalf of the Ujjain Smart City Limited at your bided amount \_\_\_\_\_ for the Bill of Quantities and item wise rates given therein.

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

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

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

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

Yours Faithfully

Executive Director  
Ujjain Smart City Limited

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

**FORM OF BANK GUARANTEE**

**Performance Security/Additional Performance Security**

The Executive Director,  
Ujjain Smart City Limited  
Ujjain

WHEREAS:

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

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Employer, under the hand of an officer not below the rank of Engineer in Charge in the Ujjain Smart City Limited, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other employer or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank,

- whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
  5. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or three of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
  6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
  7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the Bank under this Guarantee all rights of the Employer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
  8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
  9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
  10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.
  11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Agreement.
  12. This guarantee shall also be operable at our..... Branch at <.....> , from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

## SECTION 3

### Conditions of Contract Part - I General Conditions of Contract [GCC] Table of Clauses of GCC

Clause No.	Particulars	Clause No.	Particulars
<b>A. General</b>		21	Payments for Variations and / or Extra Quantities
1	Definitions	22	No compensation for alterations in or restriction of work to be carried out.
2	Interpretations and Documents	23	No Interest Payable
3	Language and Law	24	Recovery from Contractors
4	Communications	25	Tax
5	Subcontracting	26	Check Measurements
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	Price Adjustment
11	Discoveries	32	Mobilization and Construction Machinery Advance
12	Dispute Resolution System	33	Secured Advance
<b>B Time Control</b>		34	Payments Certificates
13	Programme	<b>E. Finishing the Contract</b>	
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	final Account
16	Contractor's quoted percentage	<b>F. Other Conditions of Contract:</b>	
<b>C. Quality Control</b>		37	Currencies
17	Tests	38	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labour Regulations
<b>D. Cost Control</b>		40	Audit and Technical Examination. —
19	Variations: Change in original Specifications, Designs, Drawings etc.	41	Death or Permanent Invalidity of Contractor
20	Extra Items	42	Jurisdiction

## A. General

### 1. DEFINITIONS

- 1.1. **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.1 A **Chief Executive officer (C.E.O)** means Chief Executive officer , Ujjain Municipal Corporation, Ujjain
- 1.1 B **Commissioner :**means Commissioner, Ujjain Municipal Corporation, Ujjain
- ~~1.2. **Chief Engineer:** means Chief Engineer of the zone/ basin concerned:~~
- 1.3. **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.4. **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. **Contract Data:** means the documents and other information, which comprise of the Contract.
- 1.6. **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7. **Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.8. **Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.9. **Completion of work:** means completion of the entire contracted work; Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. **Day:** means the calendar day.
- 1.11. **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. **Department:** means Ujjain Smart City Limited .
- 1.13. **Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14. **Employer:** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.
- 1.15. **Engineer:** means the person named in the Contract Data.
- 1.16. **Engineer in charge:** means the person named in the Contract Data.
- 1.17. **Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.17B **Executive Engineer:** / EE mean Executive Engineer appointed by USCL from time to time.
- 1.17 C **Executive Director** means Executive Director of , Ujjain Smart City Limited
- 1.18. **Government:** means Government of Madhya Pradesh.
- 1.19. **In Writing:** means communicated in written form and delivered against receipt.
- 1.20. **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.21. **Superintending Engineer:** means Superintending Engineer-in-Charge of Ujjain Smart City
- 1.22. **Stipulated period of completion:** means the period in which the Contractor is required to complete the work. The stipulated period is specified in the Contract Data.
- 1.23. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.24. **Start Date:** means the date of signing of agreement for the work.
- 1.25. **Sub-Contractor:** means a person or corporate body who has a Contract with the Contractor, duly authorized to carry out a part of the construction work under the Contract.
- 1.26. **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.27. **Tender/Bid, Tendered/Bidder:** are the synonyms and carry the same meaning where ever used. -

1.28. **Variation:** means any change in the work which is instructed or approved as variation under this contract.

1.29. **Work:** The expression “work” or “works” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional,

## **2. INTERPRETATIONS AND DOCUMENTS**

### **2.1 Interpretations**

In the contract, except where the context requires otherwise:

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

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

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

## **3. Language and Law**

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

## **4. Communications**

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent to the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contact details for communication with the Employer/Engineer shall be as per the details given in the Contract Data. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means

(email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in- Charge.

## **5. Subcontracting**

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

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

## **6. Personnel**

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

## **7. Force Majeure**

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

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

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

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

- 7.2. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contact after holding mutual discussions.

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

- 8.1 All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that the design/ drawings or other documents have been approved by the department.

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

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

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

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

## **11. Discoveries**

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

## **12. Dispute Resolution System**

- 12.1 No dispute can be raised except before the Competent Authority as defined in Contract Data in writing giving full description and grounds of dispute. It is clarified

that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

- 12.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.
- 12.3 The Competent Authority shall decide the matter within 45 days.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract Data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh *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 for the construction of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme.
- 13.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations.

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

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

14.3 In case the work is already in progress, the Contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

**15. Compensation for delay**

15.1 The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.

15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.

15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.

15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.

15.5 In the event of delay in execution of the Works as per the time lines mentioned in the Contract Data the Engineer-in-charge shall retain from the bills of the Contractor amount equal to the liquidated damages leviable until the Contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.

15.6 If the Contractor is given extension of time after liquidated damages have been paid, the Engineer in Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.

15.7 In the event the Contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against the liquidated damages levied.

**16. Contractor's quoted percentage**

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

**C. Quality Control**

**17. Tests**

17.1 The Contractor shall be responsible for:

- a. Carrying out the tests prescribed in specifications, and
- b. For the correctness of the test results, whether performed in his laboratory or elsewhere.

17.2 The contractor shall have to establish field laboratory within the time specified and having such equipments as are specified in the Contract Data.

17.3 Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.

17.4 Ten percent of the mandatory test prescribed under the specification shall be got carried out through laboratories accredited by national Accreditation Board of laboratories (NABL) By

the Engineer-in-charge and the cost of such testing shall be deducted from the payments due to contractor .

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

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

**D. COST CONTROL**

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

- 19.1 The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions in the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.
- 19.2 The time for the completion of the work shall be adjusted in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

**20. Extra items**

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

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

- 21.1 The rates for such additional (Extra quantity), altered or substituted work / extra items under this clause shall be worked out in accordance with the following provisions in the irrespective order:
- a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
  - b. If the item is not in the priced BOQ and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
  - c. If the rates for the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
  - d. If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates minus/plus the percentage quoted by the contractor.

- e. If the rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority, as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

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

- 22.1. If at any time after the commencement of the work, the Engineer-in-charge for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out the Engineer-in-charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.
- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

**23. 'No Interest Payable**

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

**24. Recovery from Contractors**

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

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

**25. Tax -**

- 25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. But the GST shall be paid extra to the contractor as per rules.
- 25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

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

## **26. Check Measurements**

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

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

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

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

27.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

27.2 The Engineer in Charge, shall be entitled to terminate the Contract if the Contractor

- a) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) without reasonable excuse falls to comply with the notice to correct a particular defect within a reasonable period of time;
- d) the Contractor does not maintain a valid instrument of financial security as prescribed;
- e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data;
- g) If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
- h) Any other fundamental breaches as specified in the Contract Data.

27.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site, However, in the case of sub-paragraph (b) or (g) of clause 27.2, the Engineer in Charge may terminate the Contract immediately.

27.4 Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.

## **28. Payment upon Termination**

28.1 If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less Advance Payments and Penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.

28.2 Payment on termination under clause 27.4 above -

If the Contract is terminated under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation, of the

Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

## **29. Performance Security**

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

## **30. Security Deposit-**

30.1 Security Deposit shall be deducted from each running bill at the rate as specified in the Contract Data. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the Contract Data.

30.2 The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to completion of Defect Liability Period/ extended Delectability Period.

30.3 The Security Deposit shall be refunded on completion of Defect Liability Period plus 3(three) Months.

## **31. Price Adjustment (Not Applicable for this project)**

### **~~31.1 Applicability~~**

- ~~1. Price adjustment shall be applicable only if provided for in the Contract Data.~~
- ~~2. The price adjustment clause shall apply only for the works executed from the date of signing of the agreement until the end of the initial intended completion date or extensions granted for reasons attributed to the Employer by the Engineer.~~
- ~~3. The Contractor shall not be entitled to any benefit arising from the price adjustment clause for extension in the contract period for reasons attributed to the Contractor.~~
- ~~4. In the Force Majeure event the price escalation clause shall apply.~~

### **~~31.2 Procedure~~**

- ~~1. Contract price shall be adjusted for increase or decrease in rates and price of labor, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the contract data.~~
- ~~2. The price adjustable shall be determined during each quarter from the formula given in the contract data.~~
- ~~3. Following expression and meaning are assigned to the work done during each quarter:  
R = Total value of work during the quarter. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the quarter, less value of material issued by the department, if any, during the quarter.~~
- ~~4. Weightages of various components of the work shall be as per the Contract Data.~~

~~31.3 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract the unit rates and prices included in the~~

~~contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.~~

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

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

### **32. Mobilization and Construction Machinery Advance (Not Applicable to this contract)**

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

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

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

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

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

### **33. Secured Advance (Not Applicable to this contract)**

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

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

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

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

### **34. Payment Certificates**

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

- (a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer-in-charge.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed:
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.

- (g) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h) Payment of intermediate certificate shall be regarded as payments by way of advance, against the final payment and not as payments for work actually done and completed.
- (i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

#### **E. Finishing the Contract**

#### **35. Completion Certificate**

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

#### **36. Final Account**

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

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

#### **37. Currencies**

All payments will be made in Indian Rupees.

#### **38. Labour**

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

#### **39. Compliance with Labor Regulations**

- 39.1 During continuance of the Contract, the Contractor and his Sub Contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the, State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that, are applicable to construction industry are given in the Contract Data. The Contractor shall keep the Employer indemnified in

case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments, If the Employer is caused to pay or reimburse, such amounts as may .be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/ Acts/Rules / regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct from any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub Contractor in no case shall be treated as the employees of the Employer at any point of time.

**40. Audit and Technical Examination**

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

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

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

**42. Jurisdiction**

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

***[End of GCC]***

### Contract Data

<i>Clause reference</i>	<i>Particulars</i>	<i>Data</i>
1.14	Employer	<b>Executive Director on behalf of USCL, Ujjain</b>
1.15	Engineer	Engineer Nominated by USCL
1.16	Engineer in Charge	Superintending Engineer
1.12	Stipulated period of completion	<b>Five (5) Years</b> (including Rainy season)
3	Language & Law of Contract	Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/ Engineer- phone, Fax, email.	Executive Director, USCL
5	Subcontracting permitted for the Contract Value	Up to 25% by approval of employer
6	Technical Personnel to be provided the contractor—requirement, & Penalty, if required Technical Personnel not employed ( for full time staff) . In case the part time Personnel are not deployed as per requirements the payments shall be deducted on pro Rata basis.	As per Annexure - I (Format I-3)  As defined Annexure-I
10	Specifications	As per Annexure E
	Drawings / Location	As per Annexure N
12	Competent Authority for deciding dispute under Dispute Resolution System	Chief Executive officer USCL
	Appellate Authority for deciding dispute under Dispute Resolution System	Executive Director, USCL
13	Period for submission of updated construction program	Initial Work Plan shall be submitted within Seven days of Contract signing and then shall be updated. (a) Every Three Months Or (b) At end of every Milestone, Whichever is less
	Amount to be withheld for hot submitting execution program in prescribed period	As per rule (The contractor shall submit the planned as well as executed work in file compatible with Microsoft Project)
13.1	Additional supports for ensuring proper Monitoring	As per Annexure – W
14	Competent Authority for granting Time Extension.	Superintending Engineer / Chief Executive Officer USCL
15	Milestones laid down for the	YES, Refer Scope of Work

	contract	
	If Yes, details of Milestones	As per Annexure – O/ Scope of Work
	Liquidated damage	As per Annexure – P
17	List of equipment for lab	As per Annexure - Q
	Time to establish lab	30 days from the signing of Agreement.
	Penalty for not establishing field Laboratory	Not applicable
18	Defect Liability Period	<p><b>36 months (3 years)</b> after physical completion of work.  <b>Note</b> – in accordance with clause 18.3 (GCC), the Engineer in charge shall intimate the contractor about the cost assessed, for making good the defects, action for correction of defects shall be taken by the Engineer in Charge as below:</p> <p>a) Deploy departmental labour and material or  b) Engage a contractor by issuing a work order at contract rate/SOR rate or  c) Sanction supplementary work in a existing agreement to a contractor of similar other work or  d) Invite open tender  or  e) Combination of above</p>
21	Competent Authority for determining the rate	Superintending Engineer, USCL
27	Any other condition for breach of contract	<p>Yes, as below:  If the contractor fails to achieve 50 % financial progress in any milestone and/or fails to achieve 75% financial progress in two consecutive milestone</p>
28	Penalty	<p>Penalty Shall include</p> <p>(a) Security deposit as per clause 30 of General Conditions of Contract and</p> <p>(b) Liquidated Damages imposed as per clause 15</p>
29	Performance guarantee (Security) shall be valid up to	Till issue of physical Completion Certificate as per Clause 35.1 plus Defect Liability Period plus 3 months.
	Additional Performance guarantee (Security)	The Additional Performance guarantee shall be refunded on completion plus 3 Months.
30	Security Deposit to be deducted from each running bill	At the rate of 7%. of Gross amount of running bill
	Maximum limit of deduction of Security Deposit	Up to 7% of Final Contract Amount.
	30.3 Security deposit refund	50% of the security deposit (accumulated Retention Money) shall be released upon the successful completion of the project and the issuance of the Completion

		Certificate by USCL.  The remaining 50% shall be released upon the successful completion of the Defect Liability Period and the issuance of the Final Acceptance Certificate.
31	Price Adjustment formula and procedure to calculate	Not Applicable.
31.1 (1)	Price adjustment shall be applicable	NO
32	32:1 Mobilization and Construction Machinery Advance Applicable	No Mobilization and Construction Machinery Advance shall be payable.
	32.2 If yes, Unconditional Bank Guarantee	Not Applicable
	32.3 If yes, Rate of interest chargeable on advances	Not applicable
	32.4 If yes, Type & Amount of Advance payment that can be paid	Not Applicable
	32.5 If yes, Recovery of advance payment	Not Applicable.
33	33.1 secured Advance Applicable	No Secured Advance payable.
	33.2 if yes, Unconditional Bank Guarantee	Not Applicable
	33.2 if yes, Amount of Secured Advance:	Not Applicable
	33.3 if yes, Conditions for secured advance.	Not Applicable
	33.4 if yes, Recovery of Secured advance	Not Applicable
35	Completion certificate - after physical completion of the Work	As per Annexure - U
	Final Completion Certificate — after final payment on completion of the Work	As per Annexure-V
	35.2 Final Payment	The final payment, including the release of the remaining Retention Money, shall be made only after the satisfactory conclusion of the DLP and the issuance of the Final Acceptance Certificate, confirming that the facility is functioning as per the contract specifications.
36	Competent Authority for deciding unsatisfactory Final Accounts	<b>Executive Director, USCL</b>
37	Salient features of some of the major labour laws that are applicable	As per Annexure – W

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

**Drawings**

Not Applicable

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

**Details of Milestones**

**Milestones to be followed are as under:**

The time allowed for carrying out the work shall be strictly observed by the contractor and shall be deemed to be essence of the contract

The work shall throughout the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contract. The contractor shall be bound in all cases to complete the following financial target:

- i. **Milestone 1:** 1/8<sup>th</sup> of the whole work before 1/4<sup>th</sup> of the whole time has elapsed
- ii. **Milestone 2:** 3/8<sup>th</sup> of the whole work before half of the whole time has elapsed
- iii. **Milestone 3:** 3/4<sup>th</sup> of the whole work before 3/4<sup>th</sup> of the whole time has elapsed
- iv. **Milestone 4:** Complete work within Stipulated time

*Note: The commencement date of the project shall be considered from the date of actual Signing date of Contract Agreement.*

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

**Compensation for Delay**

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

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

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

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

**List of Equipment for Quality Control Lab**

Not Applicable

Suggestive list of equipment required in the field laboratory to be set up by Contractor at no additional cost to Authority.

S.No.	Equipment	Min. Nos. Required.
<b>For Building Construction Projects</b>		
1.	IS sieves with lid/pan: Size in mm: 100, 90, 80, 63, 53, 45, 37.5, 26.5, 19,13.2,11.2,9.5,4.75,2.8,5.6,3.35,2.36, 600 , 500, 425,355, 250, 212, 180, 150, 90, 75, 63,53,45,and 38 micron,	1 set
2.	Cube moulds 70 mm for mortar	6
3.	Cube moulds for CC 150 mm	6
4.	Compression testing machine 200t	1
5.	Electronic/digital balance 1 kg with least count of 0.01g	1
6.	Electronic / digital balance 5 kg	1
7.	Pan balance with weight box 5 kg.	1
8.	Enameled tray	6
9.	Oven (300oC) thermostatically controlled, sensitivity 1oC	1
10.	Slump cone	1
11.	First Aid Box	1
12.	Vicat Apparatus	1
13.	Room cooling equipment for temperature control	1 or 2
14.	Atterberg Limit Apparatus	1
<b>For Road Construction Projects:</b>		
1.	Additional -IS sieves with lid/pan: Size in mm: 125, 106, 75, 50, 40, 31.5, 25, 22.4, 20, 16, 12.5, 10, 8.6, 8, 6.7, 6.3, 4.75,2.8,5.6, 125, and 38 micron,	1set
2.	Balance 20 kg with 1 gm accuracy	1
3.	Proving ring 10kg, 50kg,100kg capacity	1 each
4.	Dial Gauge 25 mm, 50 mm travel (sensitivity 0.01 mm /division)	6 each
5.	Water bath (Electrically operated and thermostatically controlled) , water still ( capacity 4 lit/hour)	1 each
6.	Thermometers: -Metallic type ( Mercury in steel) with 300mm stem for near and distant readings. Glass type ( mercury in glass) range of 110oC to 250oC	4 4
7.	Glassware: Flasks, beakers, Graduated cylinders, spatulas, wire gauges, scoops, steel scales, measuring tapes (30m, 15m, 5m), filter paper, glass marking pencils, heat resistant hand gloves, vernier calipers etc. Table lamp	
8.	Camber boards 3 m long	3
9.	Straight Edge 3 m long	1
10.	Thickness gauge	1
11.	Precision Level and staff, total station/theodolite	1 set each
12.	Rapid moisture meter.	1 set
13.	Liquid limit device	1
14.	Post hole auger (100 mm dia)	1
15.	Sampling Pipette 10 ml.	1
16.	B.S. Compaction apparatus	1
17.	Sand replacement equipment.	1
18.	Lab CBR equipment	1
19.	Core 100 mm cutter.	1
20.	Flakiness and Elongation gauges	1

<b>S.No.</b>	<b>Equipment</b>	<b>Min. Nos. Required.</b>
21.	Aggregate Impact value apparatus.	1
22.	Digging tools pickaxe, pan, axe, shovels,	LS
30.	Sieve shaker	1
31.	Steel tapes 50 m	1
32.	Steel tapes 5m	2
34.	Computer, printer , modem and internet	1 set.
35.	Others if required:	

- The contractor shall arrange to provide fully furnished and adequately equipped field laboratory with adequate qualified technical staff. Preferably located adjacent to the Project Office and provided amenities like water supply, electric supply etc.
- The laboratory equipment shall confirm I.S. specifications and MOST/MORTH/Applicable specifications. The Contractor shall carry out the calibration of the instruments as directed by the Engineer in- Charge on expiry date of calibration. On completion of work in all respect, the equipment will be the sole property of the contractor.
- It shall be considered as incidental to the work, and no extra payment will be made, what so ever, will not be made for the same.

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

**Price Adjustment**  
(Not Applicable)

The formulas for adjustment of price are as follow:

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

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

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

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

**Adjustment for cement component**

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

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

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

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

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

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

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

**Adjustment of steel component**

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

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

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

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

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

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

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

**Adjustment bitumen component**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Not applicable for this Contract**

To

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

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

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

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

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

Yours truly,

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

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

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

**Bank Guarantee Form for Secured Advance**  
(Not Applicable for this Contract)

INDENTURE FOR SECURED ADVANCES

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

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

\_\_\_\_\_ AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely being taken and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work, a part of the cost of materials and labour and other charges)

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

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

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

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

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

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

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

- (5) — That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) — That the advances shall be repayable in full when or before the Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) — That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default were payable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of the advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) — That the Contractor hereby charges all the said materials with the payment to the Employer of the said sum of Rupees \_\_\_\_\_ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power conferred therein if and whenever the covenant for payment and repayment here in before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem fit:
- (a) — Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
- (b) — Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or repayable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
- (C) — Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) — That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) — That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail. In the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here in before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

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

**Physical Completion Certificate**

Name of Work:

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

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

Amount of Contract Rs .....

Name of Agency .....

UsedMB No. ....

Last measurement recorded

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

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

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

Date of issue

Executive Engineer/Engineer-in-charge

.....  
.....

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

**Final Completion Certificate**

Name of Work:

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

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

Name of Agency: .....

Used MB No. ....

Last measurement recorded

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

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

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

Agreemented amount Rs .....

Final Amount paid to contractor Rs. ....

Incumbency of officers for the work

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

Date of issue

Executive Engineer

.....  
.....

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

Salient Features of Some Major Labour Laws Applicable

- a) **Workmen Compensation Act 1923** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:-** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%), The benefits payable under the Act are:
- i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the contractor fails to provide, the same are required to be provided, by the Principal Employer by Law.. The principal Employer is required to take certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **'Minimum Wages Act 1948;** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- I) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have, 'been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Traveling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power, or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

## **SECTION 4**

### **CONDITIONS OF CONTRACT [Part II: Special Conditions of Contract (SCC)]**

1. All works shall be carried out in strict accordance to the norms, procedure and specifications issued and enforced by BIS in Relevant Indian Standard specifications and code of Practices with up-to-date amendments and revisions, latest edition of National building code and National electric code. In addition, the installation shall comply in all respects with the requirements of Indian Electricity Act 1910 and Indian Electricity Rule 1956 with up-to-date amendments and revisions and special requirements if any of the M.P. State Electricity Board or Chief Electrical Advisor to Government of Madhya Pradesh cum Chief Electrical Inspector and his subordinate office.
2. The contractor shall make his own arrangements for supply of water and electricity at his expense required for execution of work. The USCL shall neither make any such arrangements nor shall make any payments in this regard.
3. The contractor has to construct at his own cost his site office and store at site on a suitable place and location as permitted by USCL. The USCL shall not provide any place or room in the building under construction for storage of equipment's required for work. No amount shall be paid to the contractor in this regard. The site office shall have also an arrangement of one room for office of Employers representatives. No additional cost shall be paid for same.
4. Proper upkeep and maintenance and safety of store and stocks of materials brought at site shall be the sole responsibility of the contractor. The materials got damaged due to negligence of its up keeping at site or due to mishandling shall have to be replaced by the contractor at his own cost. On discovery of such damages the USCL shall recover the amount paid through the running bills to the contractor and shall only be reimbursed after the replacement of the same. The USCL shall also not be responsible for theft of materials from site and the contractor has to replace all such materials at his own cost. No compensation whatsoever shall be payable to the contractor on above grounds.
5. Time being the essence of the contract, the contractor shall before drawl of agreement prepares a detail time bound work execution program which shall be approved by Engineer in charge. The contractor has to execute the work in strict accordance to the time bound execution program (The contractor shall submit the planned as well as executed work in file compatible with Microsoft Project ) submitted by him, mutually agreed, approved.
6. Time schedule can be revised by the USCL for any unforeseen unavoidable reasons whatsoever. It may be necessary to stop the work at certain place due to some unavoidable reasons and restart the work at later date. Such contingencies shall not vitiate the contract and shall not be considered a ground for extra claim for any reason whatsoever. However time extension shall be allowed only for such days for which the work was stopped by USCL.
7. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencement or execution for work whatever the cause of delay may be including delay arising out of other materials, supply of materials, transportation for any matter related with MPPKVV Co. Ltd. &Electrical Safety Department or any other reasons whatsoever, the USCL shall not be liable for any claim in respect thereof.
8. Rate quoted shall be applicable for works at all height unless otherwise specified in the schedule of quantities.
9. The contractor shall submit test reports of the equipment's to be supplied and drawings for approval of the Engineer in charge before supplying/Installation the equipment. The successful tenderer shall also submit the purchase bill of all items as required and directed at no cost.
10. The contractor shall have to arrange all free of cost facilities for the inspection, such as employ or material labor etc. and any fees payable to Government or any competent authority at his own cost.
11. The consultant / Contract employees appointed by USCL are authorized for following:
  - a) To visit the site from time to time to inspect the quality of work.
  - b) To check / issue working drawings with specifications to the contractor.
  - c) Technically guide the contractor if required.
  - d) To accompany USCL officials for factory inspections of material if required.

12. The contractor shall be responsible for removal of all defects and shall make rectification in the work at his own cost if any at the time of handing over without any claim for compensation.

13. The contractor has to quote his rates for items in strict accordance to the list of approved make of materials. The tenderer has to ensure before filling up the rates regarding their availability and period of delivery.

14. The contractor shall note that during the execution of works there is likelihood in change of site/ specification and change in quantities of items entered in the schedule of items for which the contractor has tendered his rates. The increase or decrease in the quantities of such items may be up to any extent and the tenderer shall not be entitled to any compensation for any loss suffered by him on account or procurement of additional quantities of such items due to such changes.

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

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

17. The Contractor shall:

- a. comply with all applicable safety regulations,
- b. take care for the safety of all persons entitled to be on the Site,
- c. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to the persons. provide fencing, lighting, guarding and watching of the Works until completion.

18. Provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and workers.

19. The Contractor has to ensure that the works included in this contract are done in strict accordance with all approved concepts and specifications and in accordance with manufacturer's instructions for application.

20. The site shall have to be sprinkled with water so that dust settles down. Dust control sprinkling shall have to be done several times a day during hot, dry weather depending on the site requirement.

21. Contractor shall ensure safe workplace and shall install safety signs.

22. The excavation is to be done carefully to avoid damage to underground cables and other service lines.

23. Appointment of Agency will be done on lowest rate quoted in tender, Quantity and place of work shall be decided by the authority and shall be binding to Successful bidder.

24. Order of precedence

In a situation of contractual disputes or ambiguities the priority of documents is set out as

- a. the Contract Agreement (if any).
- b. any Addenda / Corrigendum
- c. the Letter of Acceptance. (if any).
- d. the Letter of Tender. (if any).
- e. the Particular Conditions.
- f. General Conditions,
- g. Site Works Instructions
- h. the Specification.
- i. the Drawings, and
- j. the Schedules and any other documents forming part of the Contract.

25. Extra items

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

-Not Applicable

26. COVID-19 Health and Safety Protocols

General Obligations of the Contractor:

- To take all necessary precautions to maintain the health and safety of the Contractor's Personnel.
- To ensure, in collaboration with local health authorities, access to medical help, first aid and ambulance services are available for workers/labors, as and when needed.
- Provide health and safety training/orientation on COVID19 to all workers and staff and other employees of the sub-contractor (tips on cough etiquette, hand hygiene and social distancing).
- Prepare a detailed profile of the project work force, key work activities, schedule for carrying out such activities, different durations of contract and rotations, confirmed addresses of the labor and any underlying health conditions that increases the risk of severe infection, to facilitate tracking of workers in case of COVID-19 exposure.
- All laborers to be provided with photo ID cards for accessing the construction site.
- All laborers engaged at construction site to be provided with the required Personal Protection Equipment (PPE) – safety helmet and shoes, secured harness when working at heights, electrical gloves, eye protection for welding etc., without which entry to the construction site shall not be allowed.
- In relation to COVID19, masks, adequate hand washing/ sanitization, clean drinking water and sanitation facilities to be provided at construction site.
- All workers/labor to be regularly checked for symptoms before allowing entry to the work site.
- Paid leave to be mandatorily given if labor contacts COVID-19 and/or any other contagious disease while working at the construction site or in the labor camp.

For Labour Camp:

- Contractor to provide hygienic living conditions and safe drinking water.
- Separate toilets for male and females and adequate hand washing/sanitization facilities.
- Monthly/weekly health check up to be organized at the camp for all labors/family.
- Organize awareness campaign for social distancing and general health and hygiene.

Construction Management in Upgrading of Existing Facilities:

- Maintain a roster of workers/staff at work site indicating their health condition and symptoms and ensure screening procedures (non-physical temperature measurement) at work sites.
- Depute and assign monitoring and reporting responsibilities on environmental management, health and personnel safety.
- Preventing a worker from an affected area or who has been in contact with an infected person from returning to the site for 14 days or (if that is not possible) isolating such worker for 14 days.
- Place posters and signage's at/around the site, with images and text in local languages relating to personal safety, hygiene and on COVID-19 symptoms and guidelines.
- Ensuring hand washing facilities supplied with soap, disposable paper towels and closed waste bins exist at key places throughout site, including at entrances/exits to work areas; where there is a toilet, canteen or food distribution, or provision of drinking water; in worker accommodation; at waste stations; at stores; and in common spaces.
- Segregate lunch hours at worksite of workers to maintain social distancing.
- Securing the construction site with entry only for authorized personnel and disinfecting of the worksite to be undertaken at close of work every day or as may be required.
- Any medical waste produced during the care of ill workers should be collected safely in designated containers or bags and treated and disposed of following relevant requirements (e.g., Biomedical Waste Rules-2018, WHO).

## 27. Coordination with other Contractors

Due to the peculiar nature and location of the project, and in view of the objective of proper laying of all utility services, and adjacent works being done by other contractors the different contractors will need to work simultaneously and ensure proper mutual coordination. EMPLOYER reserves the right to require each Contractor to schedule the order of performance of their Work in such a manner as will minimize interference with work of any of the parties involved.

## 28. Photographic record of works

All the processes of conservation works should be well documented before , during and after execution of the works through photographs by the contractor's team and submitted to the USCL Project regularly, supported with relevant photographs. These photographed should be saved date wise as per work description

29. Add the following Additional Clause 17.5 under C. Quality Control, 17 – Tests in GCC (General Conditions of Contract)

17.5 Third Party Inspection

17.5.1 The bidder will also facilitate third party quality control and inspections on behalf of Engineer in charge as required. All the cost of third party inspection shall be born by the contractor and the contractor shall the quote accordingly.

17.5.2 The inspection and testing of the samples from a lot will be carried out by the employer and or inspecting agency approved by the employer, in the manufacture's workshop, before application of any paint. All the tests, as required as per the IS, shall be carried out on samples from each lot (number of samples from a lot shall be as per the relevant IS for sampling and testing), in presence of the inspecting agency. The materials will be dispatched only after issue of the test certificate by the inspecting agency for satisfactory performance of the tested materials. The inspection charges for such tests shall be paid by the contractor to the inspecting agency, No Reimbursement shall be made for the same and the rates quoted for this bid shall include these costs also.

17.5.3 Ten percent (10%) of the mandatory test prescribed under the specification shall be got carried out through laboratories accredited by national Accreditation Board of laboratories (NABL) By the Engineer-in-charge and the cost of such testing shall be deducted form the payments due to contractor.

17.5.4 The supplier shall give the inspection notice before or at least 10 days prior to the last date of supply of material. The material will be dispatched by the supplier after inspection by the representative of USCL. The supplier is required to dispatch the material within 10 days from the date of acceptance of material. In case the time taken in dispatch the material exceeds 10 days, the excess period shall be counted for levy of penalty. USCL's representative will visit the manufacturer's work and witness the tests as per specifications on each type of lighting fixtures as per the samples selected by USCL's representative. The sample of the material may also be sent to the government approved NABL laboratory at the cost of supplier for any kind of specific test required by USCL. Supplier shall submit the schedule with date, time & venue of the inspection to USCL in writing for the inspection of the material. USCL is authorized to get the material tested from the approved laboratory at the supplier cost for any kind of specific test if required. The contractor needs to make arrangements for Factory Inspection at his own cost for Luminaires, Brackets. INSPECTION WILL BE CARRIED OUT AT MANUFACTURER PREMISISONLY. It will not be permitted at vendor's place.

30. The contractor may have to do only manual excavation on site. The payment for same shall be as per BOQ / UADD SOR / Other SOR

31. If any heritage structure / Article etc. is encountered / found at site during Excavation, then the work must be stopped by the contractor till its solution/ Decision. No compensation shall be given to contractor for delay caused due to stopping of work except

**Annexure - Y**  
(See ContractData, Point No 13.1)

Not Applicable

<b>PROCESS PARAMETERS -</b>			
<b>Sr. No.</b>	<b>MIS Report</b>	<b>Frequency of Submission</b>	<b>Submission Date</b>
1	Quarterly Plan	Quarterly	7 <sup>th</sup> of every quarter ad as and when required.
2	Construction Schedule for next Quarter	Quarterly	7 <sup>th</sup> of every quarter
3	Plan vs Achievement Report - Turnover (WD Status)	Weekly	
4	Daily Progress Report/Daily Labour Report / Including Gender segregated Labour report.	Daily	-
5	Material Identification/Tracker	Process	-
6	Monthly Dia-wise Steel & Cement requirement	Monthly	1 <sup>st</sup> of every month
7	Drawing Register	Process	-
8	Fortnightly Labour Report	Fortnightly	7 <sup>th</sup> / 22 <sup>nd</sup>
9	Sub-Contractor employed Details	Process	-
10	Material Stock Report	Monthly	7 <sup>th</sup> of every month
11	Hinderance Register Copy	Monthly	7 <sup>th</sup> of every month

## SECTION 5

### Bill of Quantities

#### PREAMBLE TO BILL OF QUANTITIES (BOQ)

**Name of Work: HVAC Works at Ujjain Smart City Limited**

#### 1. General Baseline & Scope Overview

This Bill of Quantities (BOQ) must be read in conjunction with the Tender Document's Scope of Work (SOW), Technical Specifications, and Special Conditions of Contract. Bidders are required to quote their rates keeping in view the dual responsibility of:

- **New Supply & Installation:** Delivering, installing, testing, and commissioning brand-new, energy-efficient (minimum 3-star BEE rating) split air conditioners of various capacities (e.g., 1.0 Ton, 1.5 Ton, 2.0 Ton). This includes all necessary civil works (core drilling, bracket mounting), electrical integration (voltage stabilizers, MCBs), and insulated copper piping.
- **Infrastructure Stabilization & CAMC:** Conducting an initial inventory assessment, repair, and deep overhauling of all existing air conditioning units across Ujjain Smart City Limited (USCL) premises to restore optimal operational performance. This is followed by a comprehensive 5-year Comprehensive Annual Maintenance Contract (CAMC) covering both newly supplied units (succeeding their 1-year warranty) and the verified existing HVAC inventory.

#### 2. Basis of Rates and Tender Premium

- **MP PWD SOR Compliance:** The items, descriptions, and structural/electrical quantities specified in this BOQ are strictly based on the **Madhya Pradesh Public Works Department Schedule of Rates 2025 (MP PWD SOR 2025 - Electrical)**.
- **Bidders' Quoted Premium:** Bidders shall thoroughly evaluate the market conditions, site logistics, and technical demands of the project, and quote their uniform **Tender Premium (Percentage Above / Below / At Par)** relative to the base SOR rates within the financial bid interface. The accepted percentage premium will apply uniformly across all relevant executed items under the contract.

#### 3. Inclusions within Bidders' Quotes

Unless explicitly provided for via separate line items in the BOQ, the quoted financial percentages and rates must be inclusive of:

- **Dedicated On-Site Support:** All costs, statutory liabilities, and salaries associated with deploying a dedicated, certified full-time HVAC technician

stationed on-site at USCL premises throughout the 5-year CAMC period to execute mandatory quarterly preventive maintenance and manage daily breakdowns.

- **Comprehensive Material Standards:** The provision of 100% pure copper coils/condensers for all new installations and part replacements, eco-friendly refrigerants (R-32/R-410A or equivalent), and all necessary service tools, specialized equipment, scaffolding, and safety harnesses.
- **SLA Compliance & Logistics:** Costs for 24/7 emergency breakdown support maintaining a 4-hour on-site response time, administrative documentation (logbooks, service sheets), and the environmentally safe disposal of dismantled debris and old gases.

#### **4. Payment and Security Adjustments**

Bidders are reminded that payments will be milestone-based for new supplies and quarterly/work-order based for repairs and maintenance. Gross payments will be subject to a **7% Security Deposit (Retention Money) deduction** from each running bill , alongside contractual penalties for any failure to meet the 95% quarterly operational uptime guarantee or stipulated SLA resolution windows.

<b>ABSTRACT OF COST</b>
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**Name of Work: HVAC Works at Ujjain Smart City Limited**

SNo	Description	Amount (In Rupees)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Grand Total (excluding GST)</b>		
<b>Total Amount in Words: Rupees .....</b> .....		

<b>DETAILED BILL OF QUANTITIES</b>
------------------------------------

**Attached Separately.**

## SECTION 6

### AGREEMENT FORM

#### AGREEMENT

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

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

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

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

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

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

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

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

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

## Ujjain Smart City Office HVAC Work Estimate

Item No.	Sub Item No.	Item Name	Description of Item	Unit	Rate (in Rs)	Qty	Total Amount
46.2		<b>Dismantling&amp; shifting</b>	Dismantling &shifting, installation, testing & commissioning of split air conditioning unit 1.0TR/1.5TR/2TRcapacity including indoor / outdoor unit complete as required within town.	Each	1455.00	10	14550
46.3		<b>Suction/ discharge copper pipe line in split AC</b>	Supply, installation, testing & commissioning of suction/discharge copper pipe line in split air conditioning unit 1.0/1.5 TR/2 TR/3 TR capacity including brazing, nitrile rubber insulation 6/9mm thick class 'O', etc complete as required.				
	46.3.1	Copper tube 1/4"	Copper tube 1/4"	P. Mt	437.00	100	43700
	46.3.2	Copper tube 3/8"	Copper tube 3/8"	P. Mt	550.00	150	82500
	46.3.3	Copper tube 1/2"	Copper tube 1/2"	P. Mt	657.00	150	98550
	46.3.4	Copper tube 5/8"	Copper tube 5/8"	P. Mt	815.00	100	81500
46.4		<b>Chemical servicing</b>	Chemical servicing of window/split air conditioning unit 1TR/1.5TR/2TR/3TR capacity including cleaning of cooling & condensing units, filters, grills etc & all other parts oiling & greasing of fan motor, testing of A.C unit etc.	Each	1073.00	60	64380
46.5		<b>Gas charging</b>	Gas charging (R410A/Eco Friendly Green Gas) of window/split air conditioning unit including flushing of cooling & condensing units with nitrogen gas & rectification of leakage, replacement of filter, flair nut etc. if any.				
	46.5.2	1.5 TR	1.5 TR	Each	1836.00	15	27540
	49.5.3	2.0 TR	2.0 TR	Each	2042.00	5	10210
	46.5.4	3.0 TR	3.0 TR	Each	3264.00	20	65280
46.7		<b>Thermostat switch</b>	Replacement & connection of thermostat switch of required size & capacity for Refrigerator upto 300 ltr capacity including all required material to complete the job.	Each	1684.00	10	16840
46.8		<b>Starting relay</b>	Replacement & connection of starting relay required size & capacity for Refrigerator upto 300 ltr capacity including all required material to complete the job.	Each	939.00	10	9390
	46.11.2	<b>SPLIT AC (inverter model, Cooling only)</b>	<b>SPLIT AC (inverter model, Cooling only)</b>				
	46.11.2.3	1.5 TR, 3 star	1.5 TR star rating 3 star	Each	46000.00	8	368000
	46.11.2.5	1.8 /2 TR, 3 star	1.8/2 TR star rating 3 star	Each	59500.00	7	416500

## Ujjain Smart City Office HVAC Work Estimate

Item No.	Sub Item No.	Item Name	Description of Item	Unit	Rate (in Rs)	Qty	Total Amount
	46.13.3	AC installation, wall mounted	AC installation: - Installation of split type wall mounted air conditioner indoor, outdoor unit fitted with rotary compressor, copper condenser and first charge refrigerant R410A, including connection of copper pipe and material supplied with complete unit etc as required. (excluding cost of copper pipe)	Each	1500.00	15	22500
46.31		Drain piping	Drain piping :- Providing and fixing of CPVC, 6Kg/cm2 drain water piping with fittings, support and insulated with 6 mm thick closed cell elastomeric nitrile rubber insulation complete as per specification.				
	46.31.3	32 mm dia	32 mm dia ID	Rmt	297.00	200	59400
	46.31.4	40 mm dia	40 mm dia ID	Rmt	354.00	100	35400
46.34		Refrigerant	Refrigerant:- Supply and additional refrigerant charge of refrigerant R410/410A & equivalent Eco friendly green gas to compensate the additional piping done at site for all systems including testing commissioning as required,	Kg	1437.00	200	287400
46.35		Y joints	Y joints:- Supply, installation, testing & commissioning of ref nut/Y-joints brass for indoor and outdoor units of suitable size as per requirement,	Each	5500.00	20	110000
46.39			<b>Grills and diffusers</b>				
	46.39.1	Al. air grills	Supplying & fixing of powder coated extruded aluminum air grills without volume control damper complete as required.	Sq.mtr	9565.00	50	478250
46.40		Flexible connections	Flexible connections :- Providing & fixing of flexible canvas connection between indoor unit and duct to avoid the vibration transfer	Each	1794.00	10	17940
46.41		Control cable	Controlcable: - Supply and laying, testing & commissioning of following sizes of copper conductor control cables on existing tray including fixing clamps & proper connections to equipment etc. complete as required.				
	46.41.3	4Cx2.5 sq.mm	4Cx 2.5 sq.mm	Rmt	214.00	250	53500
	46.41.4	4Cx4 sq.mm	4Cx 4 sq.mm	Rmt	350.00	250	87500
	46.41.5	4Cx6 sq.mm	4Cx 6 sq.mm	Rmt	473.00	350	165550
	46.41.6	4Cx10 sq.mm	4Cx 10 sq.mm	Rmt	899.00	250	224750
46.42		Communication cable	Controlcable: - Supply and laying, testing & commissioning of following sizes of shielded copper conductor Communication cables on existing tray including fixing clamps & proper connections to equipment etc. complete as required.				
	46.42.1	2Cx1.5 sq.mm	2Cx1.5 sq.mm	Rmt	255.00	750	191250

## Ujjain Smart City Office HVAC Work Estimate

Item No.	Sub Item No.	Item Name	Description of Item	Unit	Rate (in Rs)	Qty	Total Amount
46.43		<b>Outdoor stand fabrication</b>	Outdoor stand fabrication :- Supply, fabrication and erection of angle/channel/flat iron stand, hanging arrangement for air conditioning machines & ducts etc, back /support clamps or other similar work etc. including nut bolts of required size, making holes, fabrication, welding, cutting, etc. and painting with one coat of red oxide paint & two coat of enamel paint as required as per specification.	Kg	85.00	150	12750
46.14		Ductable AC	Ductable AC :- Supply installation testing and commissioning of, air cooled ductable air conditioning unit of following capacity with scroll compressor of approved make suitable for operation on 3 phase 415 V, 50 Hz AC supply. Comprising of copper condenser, and aluminum fins, and first charge refrigerant. The indoor comprising of fan, fan motor, copper tube, aluminum finned cooling coil, drain pan, filter, controls, safety with ecofriendly gas R410/R410A excluding connection copper pipe of required size, insulation, stand for outdoor unit, connection copper lead wire, condensed water outlet pipe complete etc as required. Outdoor/indoor units should be of same make (brand).				
	46.14.1	5.0-5.5 TR three phase	5.0 - 5.5 TR three phase	Each	127411.00	12	1528932
46.16		<b>AC installation, air cooled ductable air conditioning unit</b>	AC installation :- Installation, air cooled ductable air conditioning unit of following capacity with scroll compressor suitable for operation on 3 phase 415 V, 50 Hz AC supply. The indoor/outdoor comprising of condenser, fan, fan motor, cooling coil, drain pan with filter and first charge refrigerant ecofriendly gas including connection of copper pipe and material supplied with complete unit etc as required.				
	46.16.1	5.5 TR	5.5 TR	Each	5500.00	12	66000
46.30		<b>Copper piping</b>	Copper piping: - Supply, installation, testing and commissioning of interconnecting copper refrigerant pipe work (19mm/13mm thick) duly insulated with elastomeric nitrile rubber type tubular insulation between indoor & outdoor units as per specifications. And exposed piping should be wrapped with glass woven cloth and lag coating for vapour barrier and weather protection. Joints shall be covered with nitrile rubber tape of 3 mm thick complete as per specification.				
	46.30.1	44 mm OD	44 mm O.D. wall thickness $\geq$ 1.4mm (insulation – 19 mm thick)	Rmt	2965.00	40	118600
	46.30.2	41.1 mm OD	41.1 mm O.D. wall thickness $\geq$ 1.4mm (insulation – 19 mm thick)	Rmt	2379.00	50	118950
	46.30.3	38 mm OD	38 mm O.D. wall thickness $\geq$ 1.4mm (insulation – 19 mm thick)	Rmt	1977.00	80	158160
	46.30.4	34.9 mm OD	34.9 mm O.D. wall thickness $\geq$ 1.4mm (insulation – 19 mm thick)	Rmt	1821.00	50	91050
	46.30.5	28.6 mm OD	28.6 mm O.D. wall thickness $\geq$ 1.2mm (insulation – 19 mm thick)	Rmt	1390.00	90	125100
	46.30.6	25 mm OD	25 mm O.D. wall thickness $\geq$ 1.2mm (insulation – 19 mm thick)	Rmt	1249.00	50	62450

