

**INDORE MUNICIPAL CORPORATION , INDORE**

**APPENDIX 2.10**

**TENDER DOCUMENT**

**FOR PERCENTAGE RATE ONLY IN WORKS DEPARTMENT AND OTHER DEPARTMENT**

NIT Number and Date                    11 **.CE/EandM**

Agreement Number and Date        : \_\_\_\_\_

Name of Work                                : \_\_\_\_\_

Name of the Contractor                : \_\_\_\_\_

Probable Amount of Contract  
(Rs. In Figure)                            : /-

Contract Amount  
(Rs. In Figure)                            : \_\_\_\_\_

(Rs. In Words)                            : \_\_\_\_\_

Stipulated Period of Completion    : months

# Tender Document

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**Section – 1**  
**INDORE MUNICIPAL CORPORATION, INDORE**

Electrical DEPARTMENT

Phone 0731-4973334

DETAILED NOTICE INVITING TENDERS

E-mail : [imcvidhyutvibhag@gmail.com](mailto:imcvidhyutvibhag@gmail.com)

**TENDER NOTICE**

**NIT No. 11** C.E/E& M

Date :- 27/05/2026

Percentage rate online tenders are invited for following works. Tender or may be purchased online by the contractors registered in appropriate class in centralized registration of M.P. P.W.D.

S. No.	Name of work	Estimated Cost of Work (Rs. in Cr)	Earnest money deposit (Rs.)	Cost of Tender form (Rs.)	Appli-cable S.O.R.	Completion Period
1.	Indore Municipal Corporation Invites Online tender Supply Testing and Commissioning of Lightning work at chota bangadda mukti dham in ward 16 zone 1.	03,87,497/-	3,875/-	2,000/-	MP UADD SOR- 02.08.2021	01 month

Note:-Earnest money deposit in the form of DD/FDR in favor of Commissioner, Municipal Corporation, Indore

- CONTRACTOR SHOULD HAVE TO A-CLASS ELECTRICAL LICENSE**
- **CONTRACTOR SHOULD HAVE TO SUBMIT EPF NO. WITH TENDER**
- **CONTRACTOR SHOULD HAVE TO SUBMIT AFFIDAVITE. WITH TENDER**
- **CONTRACTOR SHOULD HAVE TO SUBMIT GST REGISTRATION WITH TENDER**
  
- Last date for Submission of Bid :- 11/06/2026 before 05.30 P.M.
- Earnest Money and Technical bid will be opened online on :- 13/06/2026 at 11.00 A.M.
- **The EMD shall be in the form of online payment using Debit card /credit card /internet banking or system generated challan in favor of particulars given in website.**

Tender document and other details shall be available on:-

Website - <http://mptenders.gov.in>

**City Engineer**  
**Electrical department**  
**Indore Municipal Corporation, Indore**

**Notice Inviting e-Tenders**  
**INDORE MUNICIPAL CORPORATION , INDORE**

**NIT No.** 11 CE/E&M-

**Date:- 27/05/2026**

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

S.No.	Name of the work	Probable amount of contract (Rs. In Lacs)	Earnest Money Deposit (EMD) (In Rs)	Cost of Bid Document (In Rupees)	Category of Contractor	Time of Completion
1.	Indore Municipal Corporation Invites Online tender Supply Testing and Commissioning of Lightning work at chota bangadda mukti dham in ward 16 zone 1.	03,87,497/-	3,875/-	2,000/-	MP UADD SOR- 02.08.2021	01 month

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost from the website mentioned in NIT.
2. Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
  - i) pay the cost of Bid Document;
  - ii) deposit the Earnest Money;
  - iii) Submit a check list; and
  - iv) Submit an affidavit.Details can be seen in the Bid Data Sheet
4. **ELIGIBILITY FOR BIDDERS:**
  - (a) 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.
  - (b) The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.
  - (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
7. The Bid Document can be Purchased only Online up to and submission up to 11/06/2026 (05:30 PM) Other key dates may be seen in Bid data sheet.
8. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

**City Engineer**  
**Indore Municipal Corporation, Indore**

## **SECTION 2**

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

#### **A. GENERAL**

**1. SCOPE OF BID**

The detailed description of work, hereinafter 'work', is given in the Bid Data Sheet.

**2. General Quality of Work:**

The work shall have to be executed in accordance with the drawings (prepared by Contractor 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.

**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 ULB.

**6. Site Visit and examination of works**

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

#### **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,
3. Conditions of Contract:
  - i. Part I General Conditions of Contract and Contract Data; and
  - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings,
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other document(s), as specified.

**8.** 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 Document, it shall be done by issuing amendment to the online NIT.

## 10. Amendment of Bid Documents

- 10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents 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. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

## 12. DOCUMENTS COMPRISING THE BID

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

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

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

**Part 2** – This shall be known as **Envelope B** and required to be submitted only in works 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 fulfillment of pre-qualification conditions.

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

## 13. LANGUAGE

The bid as well as all 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 proposals 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 are found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

#### **15. FINANCIAL BID**

- i. 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.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- iii. 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 **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), of the amount specified in the **Bid Data Sheet**.
- 17.2 The EMD shall be in the form of Demand Draft/Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the **Bid Data Sheet**. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, other forms of EMD may be allowed by the employer by mentioning it in the Bid Data sheet.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

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

18. The bidder is required to submit online bid duly signed digitally, and Envelop 'A' in physical form also at the place prescribed in the **Bid Data Sheet after the date of electronic opening of technical bid. (as per guideline of MPUADD no. 3974 dated 19/04/2017.)**

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

#### **19. PROCEDURE**

- 19.1 Envelope 'A' shall be opened first online at the time and date notified and it's contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 19.2 Wherever Envelop '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 Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.

- 19.3 Envelope 'C' (Financial Bid) of the qualified bidders shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
- 19.4 After opening Envelop '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 "Contents of envelop "A" and "B" are required to be submitted in physical form after the date of electronic opening of Technical Bid at the place and date specified in the Bid Data Sheet .If the contents of documents submitted online in Envelop "A" differ with contents of physical form submitted by the contractor after electronic opening of technical bid or the contractor fails to submit Envelop "A" in physical form as specified in the BID Data Sheet, the bid shall be liable for rejection as non –responsive". **(as per guideline of MPUADD no. 3974 dated 19/04/2017.)**
- 19.8 During Bid evolution, the employer or its representative may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.**(as per guideline of MPUADD no. 3974 dated 19/04/2017.)**

**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 its bid.

**F. AWARD OF CONTRACT**

**21. Award of Contract**

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

**22. Performance Security**

- 22.1 Prior to signing of the Contract the bidder to whom LOA has been issued shall have to furnish performance security of the amount, form and duration, etc. as specified in the **Bid Data Sheet**.
- 22.2 Additional performance security, if applicable, is mentioned in the **Bid Data Sheet**.

**23. Signing of Contract Agreement**

- 23.1 The successful bidder shall have to furnish Performance security 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 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 financial or other benefit or to avoid an obligation;
- c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

## Bid Data Sheet

### General

S.No.	Particulars	Data
1	Office inviting Tender	INDORE MUNICIPAL CORPORATION , INDORE
2	NIT No	11 CE/E&M
3	Date of NIT	27/05/2026
4	Bid document download available from date & time	27/05/2026
5	Website link	<a href="http://mptender.gov.in">http://mptender.gov.in</a>

### For Section 1 - NIT

Clause reference	Particulars	Data
1	Portal fees	Rs. ____
2	E.P.F	
3	Cost of bid document ( in the form of Demand Draft)	Rs.2,000/-
	Cost of bid document payable to	Commissioner IMC
	Cost of bid document in favour of	Commissioner IMC
4	Affidavit	Annexure B
5	Pre-qualifications required	Yes, as mentioned in document
6	Special Eligibility	As mentioned in document
7	Key Dates	Annexure A

### For Section 2 - ITB

Clause reference	Particulars	Data
1	Name of work	Indore Municipal Corporation Invites Online tender Supply Testing and Commissioning of Lightning work at chota bangadda mukti dham in ward 16 zone 1.
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	NO
	If yes, requirement for Joint venture	Annexure G
9	Pre bid meeting to held	Not Applicable
	If Yes, Date, Time & Place	
12	<b>Envelope –A</b> 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. E.P.F. registration copy. v. An affidavit duly notarized as per	Office of the City Engineer (electrical department),IMC Shiva Ji Market, Behind M G Road, Police station, Indore

	Annexure –B vi. <b>Should reach in physical form</b>	
14	Envelope-B Technical Proposal	A class Electrical license according to the mentioned norms of documents.
15	Envelope-C Financial Bid	Annexure – J
	Materials to be issued by the department	Nil
16	Period of Validity of Bid	180 Days
17	Earnest Money Deposit	Rs 3,875=00
	Forms of Earnest Money Deposit	i. FDR ii. Demand draft of scheduled commercial bank
	EMD valid for a period of	120 days
	FDR (Fixed Deposit Receipt) must be drawn in favour of	<b>Commissioner I.M.C., Indore</b>
21	Letter of Acceptance (LoA)	<b>Annexure L</b>
22	Amount of Performance Security	<b>10% of contract amount ( 3% FDR + 7% SD) as per guideline mentioned in MPUADD department order no. F-10-17/2020/18-2 Bhopal, Dt: 25-08-2022</b>
	Additional Performance Security, if any	<b>If bidder quotes the rates which are belowworkable rates, he will have to deposit additional performance security deposit as per guideline mentioned in MPPWD department order no. F-53/2/2011/;ks/19/2822 Bhopal, Dt: 10-08-2022 Or as per IMC norms.</b>
	Performance security in the format	Annexure K
	Performance security in favour of	<b>Commissioner I.M.C., Indore</b>
	Performance security valid up to	Valid contract period plus 24 months

**Key Dates**

S.No	Works Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1		Purchase of Tender-Online	27/05/2026	5:30PM	11/06/2026	5:30 PM	
2		Bid Submission-Online	27/05/2026	5:30PM	11/06/2026	5:30 PM	
4	Technical proposal open (PQ Envelope-B)		13/06/2026	11:00AM			Envelope B

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

**|| AFFIDAVIT ||**

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

*(On Non Judicial Stamp of Rs. 200)*

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

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

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

1. That the self certified information given in the bid document is fully true and authentic.
2. That:
  - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
  - b. Information regarding financial qualification and annual turn-over is correct.
  - c. Information regarding various physical qualifications is correct.
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 3 are correct to the best of my knowledge and belief.

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

Signature with Seal of the Deponent (bidder)

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

**Specifications**

1. MP UADD Specifications,

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(The soft copy of above specifications is available at departmental website [www.mpurban.gov.in](http://www.mpurban.gov.in))

*The provisions of general / special conditions of contract, those specified elsewhere in the bid document, as well as execution drawings and notes, or other specifications issued in writing by the Employer shall form part of the technical specifications of this work.*

## **Procedure for participation in e-Tendering**

### **1. Registration of Bidders on e-Tendering System**

All the PWD registered bidders are already registered on the new e-procurement portal <https://www,mpeproc.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. For more details may contact [mptenders.gov.in](http://mptenders.gov.in) Helpdesk phone numbers are available on website.

### **2. Digital Certificate:**

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

Note:

- i. It may take upto 7 working days for issuance of class III digital certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III digital certificate need not obtain another Digital Certificate for the same.

The bidders may obtain more information and the APPLICATION FORM REQUIRED TO BE SUBMITTED FOR THE ISSUANCE OF DIGITAL CERTIFICATE FROM [cca.gov.in](http://cca.gov.in).

- ii Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission. The digital certificate issued to the authorized user of a partnership firm/Private limited company/Public Limited Company and user for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user.

In case of Partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of partners of the firm.

In case of Private Limited company, Public Limited company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a digital certificate. The Digital Signature executed through the use of the responsibility of Management/Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.

### **3. Set Up of Bidder's Computer System:**

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

### **4. Key Dates:**

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

**5. Preparation and Submission of Bids**

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

**6. Purchase of Bid Document**

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

**7. Withdrawal, Substitution and Modification of Bids**

Bidder can withdraw and modify the bid submission end date.

**ANNEXURE-G**(See clause 4 of Section 2-ITB)**ANNEXURE-H**(See clause 12 of Section 2 ITB &clause 4 of GCC)**ORGANIZATIONAL DETAILS  
(To be enclosed with technical proposal)**

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Registration No. issued by centralized registration system of Govt. of MP or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Valid registration of Bidder in appropriate class through centralized registration of Govt. of MP	Registration no..... date..... (Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual	
4.	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956)/ Corporation	
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	
	<b>Details of Authorized Representative</b>	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	

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

Signature of Bidder with Seal  
Date: \_\_\_\_\_

# INDORE MUNICIPAL CORPORATION, INDORE

## SECTION I

### DETAILED TENDER INFORMATION

Indore Municipal Corporation Invites Online tender Supply Testing and Commissioning of Lightning work at chota bangadda mukti dham in ward 16 zone 1.

Tenders will be received online in three envelop system.

First envelope will contain the Scan Copy of earnest money before due date and time.

Second envelope will contain the technical bid in the prescribed format on line as well as physically. Bidder can submit documents online in Scan form, PDF, word, JPEG, or ZIP but they should ensure that the software version should be in the lowest available version.

Third enveloped will contain price bid in the provided online form.

1. During furnishing above information additional sheets if required can be added to the schedule.  
Each Form of Technical bid document shall be duly digitally signed by the applicant bidder. Application containing false or inadequate information is liable for rejection.
2. Criteria for qualification :
  - 4.1 The bidder/bidding firm must passes the 'A' class Electrical Contractor's License issued by the Competent Authority.
  - 4.2 The bidder / bidding firm should be registered with any Govt. authority in appropriate contractors PWD class inreference to the Contract Amount of this work.
  - 4.4 Earnest money- Bidder should submit **Rs 3,875/-** in the form of DD / FDR as EMD amount along with the tender documents. The EMD shall be released after agreement. The EMD will be in favor of **Commissioner Indore Municipal Corporation, Indore.**
  - 4.6 Even though the applicants meet the above bid capacity they are subject to the disqualification if they have made misleading or false representation in the form, statements and attachments submitted and / or Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributed to the non – performance of the contractor, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.

4.7 Financial bids of only those contractors will be opened who will be technically qualified. The financial bids of technically unqualified contractors will be returned unopened.

4.8 Joint Venture / consortium will not be allowed.

4 **PERFORMANCE SECURITY :** Performance security will be 10% of the contract value. The successful bidder shall bound to submit Performance Security in the form of FDR from a scheduled bank or a bank guarantee of 3% of contract value at the time of agreement & rest 7% will be deducted from bills / This Performance Security shall be released after satisfactory completion of the work at the end of O&M period (02 Year). If bidder quotes the rates which are below workable rates, he will have to deposit additional performance security deposit as per guideline mentioned in MP PWD department order no. F-53/2/11/ yo/ 19-1352 Bhopal, Dt: 11-03-2011

5 The prices offered by the bidder in this tender shall be fixed and final and no price variation clause of any type for any item of this work shall be applicable for this work whether the work is completed in stipulated time or whether any extension period is granted to the bidder for any reason whatsoever. Please also note that the quantities given in the tender may vary and some items may not be used at all depending on work conditions requirements.

6 Tender shall remain open up to 120 days from the dead line of submission of Tenders. In the event of the Tenderer withdrawing the offer before the aforesaid date or failing to deposit the performance security amount and or execute the agreement documents within the notified period for any reason whatsoever, earnest money deposited with the tender shall be forfeited.

7 The tenderer must obtain for himself, at his own responsibility and at his own expenses all the information, which must be necessary for purpose of submitting the tender and for entering into a contract. He is presumed to have examined the drawing and inspected the site of work, access to the work, nature of the work, availability and quality of the materials pertaining to the work. No claim for extra payment on account of non – availability of materials or otherwise shall be entertained.

8 Scan copies, duly attested by self, of the following documents must also be submitted by the bidder with technical bid ;

- Group Insurance Certificate or E.S.I. and EPF as applicable.
- PAN no. Certificate.

- GST registration

- 9 I.M.C. reserves the right to reject the tender or postpone the complete process of qualification etc. without assigning any reason.
- 10 Tender rates given by bidder shall be on **PERCENTAGE BASIS**, on the schedule estimated rates given in the tender document.

**Section - II**  
**Conditions of Contract**

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

**1. I.E. Rule and Approval of Electrical Safety Dpt. And MPPKVCL. :**

The complete electrical work shall be done as per the Indian Electricity Rules amended till date and as per relevant I.S. specifications amended till date. The Electrical Installation and all Related Drawings shall be got approved from Electrical safety dept. at no extra cost. The amount deposited by the contractor in Govt. Treasury for inspection of Electrical Safety Dept. shall not be reimburse to the contractor. The approved Drawings and Inspection Report of Electrical Safety Dept. shall be submitted to Engineering In-charge in original.

**2. 'A' Class Electrical Contractors License:**

The Electrical Contractor caring out Electrical Installation Work Must possess a Valid 'A' Class Electrical Contractors License Issued by Electrical Safety Dept. Govt. of M.P.

**3. Services to be provided by the contractor:**

3.1 All installation materials and labor for the work covered under the 'Schedule of Quantities and Rates' given in Annexure A of tender including necessary hardware such as clamps, cleats, nuts and bolts, brick, sand, coke and salt, solders, fluxes & all accessories etc., including all consumables like electrodes, gases etc. shall be supplied by the Contractor.

3.2 The Contractor shall not avail himself of any unintentional errors or omissions in the descriptions given in the tender document.

3.3 The Contractor shall advise owner well in advance regarding possible holdups in his work due to expected delays in delivery of equipment to enable owner to expedite the contractor, shall also keep a check on the deliveries of the equipment/ material covered in his deliveries.

3.4 All packing/plates/shims required for the alignment/ leveling of equipment should have to be arranged by the Contractor as per instructions of the Owner or his representative, free of charge. Contractor has to carry out the touch up painting on Electrical equipment wherever required at his own cost.

- 4 The contractor / agency has to maintain all the safety precautions as per rules and regulations of I.E. Act / M.P. Licensing Board, M.P. Govt. and Central Govt. The contractor / agency will be fully responsible for the insurance of his

own working staff and labours. IMC. will not be responsible for any accidents or loss during execution of work.

5 Final decision taken by IMC in charge.

6. Safety, security, operation and maintenance of the items installed by the contractor at site shall be responsibility of contractor at his cost and risk for the entire execution period and during five years O&M period. The contractor shall have to get insured all material installed by him against any damage, accident or theft.

7. The contractor shall be responsible for the safety of his labour and other engineers staff deputed by him and any citizen at site at his cost and risk. The contractor shall have to get insured all of his labour, engineers and other staff against any accident, injury or death. IMC shall not be responsible for any accident, loss, injury or death of any person whatsoever.

Contractor

City Engineer  
E & M

**SECTION II**  
**SCOPE OF WORK**

**Indore Municipal Corporation Invites Online tender Supply Testing and Commissioning of Lightning work at chota bangadda mukti dham in ward 16 zone 1.**

It will be the whole responsibility of successful tenderer to maintain LED lighting system on this GARDEN and to keep them in working condition by providing and replacing the required materials at his own cost and labor within specified time-frame as and when necessary. . The illumination level on road should be minimum maintained as per BIS standards.

1. Maintenance of complete LED lighting system including driver, LED, fixture, Pole, switching panel, cables, earthing and other required parts or accessories during warranty period of 02 years on this road.
2. The Contractor shall be fully and solely responsible for any direct or indirect damage or loss and/or for loss due to any theft, accident, fire, hazards occurred during the execution of work.
3. Bidder has to wash and remove the rust from the existing poles.
4. Contractor has to install poles, LED fixtures with brackets, wiring, cables, switching panel, earthing, clamps, hardware on this road required items as on field condition.
5. Contractor will have to repair or maintain full garden lighting system installed as per this tender in warranty period at his own cost, no extra payments will be made for this.
  - The contractor shall be responsible for performance and maintenance of material supplied by him for a period of **02 years**. If any part of garden lighting materials like poles, LED lighting fixtures, panels, cables etc faulty / theft/not worked by what so ever reason and will have to repair / replace the same under this contract during execution, installation and **operation and maintenance period of 02 years** No extra payment shall be made for repairing, replacing or maintenance work.
  - Maintenance team should be deployed in appropriate manner with consultation and approval of Engineer-in charge prior to

commencement of work.

- The contractor shall rectified the complaint received from Bhopal Call Centre (CM helpline), Local Call Centre, IMC control room, complaint letter, mail, any other source or by engineer in charge within the specified time, i.e. within 48 hours on receipt of the complaint. in case of panel / series of lights, complaint should rectify within 24 hours from delivering of complaints. He should devise a system of communication acceptable to the employer and ensure continuous liaison.

#### **6. Labeling:**

- Contractor has to supply LED fixture with unique serial number marked on the label of each fixture with permanent engraved marking.
- The contractor will have to supply the LED fixture with color code permanently marked on the fixture in the color shade allotted to the particular contractor.
- The contractor has to mark in permanent marking the unique serial number of pole on each pole on which he install the LED street light fixture and provide record of the same to IMC.

#### **Contractor have to provide complete finishing work on site compulsorily in which he has to fulfill following points**

- Cable should be cover on pole completely on curves and joints it should be cover with flexible pipe
- Cable should be cover with G.I pipe with certain height on pole to pole overhead lying where underground lying between poles could not be done and it should be tied with proper clamps and bend on curves so that cable should be saved with external cuts.
- Panel connection of cables should be covered with G.I pipes of certain height from underground HDPE/PVC pipe to panel on MPEB pole
- G.I pipe should be mounted on central light pole where cable has to be connected with MPEB pole for supply with overhead lying.

**SECTION IV**  
**TECHNICAL SPECIFICATIONS**

**QUALITY CONTROL & TESTING INFRASTRUCTURE**

The manufacturer should possess the following in-house facilities and shall provide calibration reports of the same:

- Prototype Test
- Type Test
- Acceptance Test
- Routine test
- GLOW wire test
- HV Tester
- Adequate number of electrical meters for measurement of different electrical parameter
- Meager (500 Volt)
- Tracking test
- Resistance to heat
- Measuring gauges such as Vernier caliper, Micrometers, Dial gauges
- Digital thermometer
- Harmonic analyzer and THD meter
- Digital Weighting machine
- Power analyzer
- Surge Tester
- Temperature simulation facility to test various temperature parameters
- Ingress protection test facility for dust and water jet
- Transportation drop test
- Vibration test
- Compression test
- Humidity test

**INSPECTION & TESTING:**

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 IMC. 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. IMC'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 IMC'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 IMC. Supplier shall submit the schedule with date, time & venue of the inspection to IMC in writing for the inspection of the material. IMC 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 Luminaries and Brackets. **INSPECTION WILL BE CARRIED OUT AT MANUFACTURER PREMISIS ONLY.** It will not be permitted at vendor's place.

**WARRANTY:**

The LED Lighting Fixtures should be supplied with 02 years Guarantee against any manufacturing defect and failure at site. In case of any failure of complete fixture or LED module or driver or any other part of fixture, same shall be replaced within two days.

**TESTS REPORTS TO BE SUBMITTED BY CONTRACTOR ALONG WITH THE SAMPLE OF STREET LIGHT FIXTURE AS PER APPROVED MAKE & TENDER SPECIFICATIONS WITHIN 15 DAYS FROM THE RECEIPT OF ORDER.**

- (i) The bidder shall submit the LM-80 test report of the offered lighting fixtures, confirming to the applicable IEC/PAS 62717 for LED Modules Performance and LM-79 confirming to the applicable IEC/PAS 62722-2-1 for LED Luminaries Performance/ IMC Specification from government recognized NABL laboratory, with the bid. The test report must clearly indicate model, Cat. No. and wattage of fixture.
- (ii) **TESTING PARAMETERS TO BE COVERED IN THE TEST REPORT:**  
The LM-80 test report should cover the specifications of the offered equipments / items as per the applicable IEC/PAS 62717 for LED Modules Performance and LM-79 / IS 16105 test report should covered IEC/PAS 62722-2-1 for LED Luminaries Performance/ IMC Specification on the following parameters clearly (at standard 230 Volts +/- 10%, 50 Hz, AC power supply):
- o Power Factor
  - o Luminous Efficacy ( Lumens /watt) of the Lamp
  - o System lumen efficacy
  - o Color Rendering Index (CRI)
  - o Color Temperature of the Lamp
  - o Ingress Protection Level ( IP Level)
  - o Power consumption of the Complete System.
  - o Heat Resistance Test
  - o Thermal Test
  - o Ingress Protection Test
  - o Drop Test
  - o Electrical/ Insulation Resistance Test.
  - o Endurance Test,
  - o Humidity Test,
  - o Electrical and Photometric Measurements Test Report (IES LM 79)
  - o LED Lumen Maintenance Test Report (IES LM 80)
  - o Vibration test
- (iii) IEC 60598 report Part-2, section-3- Report of LED street light luminary (wattages mentioned in tender document).

Following documents are also required to be submitted with sample for approval:

- Design for various C/S along with IES file of the particular model.
- Specific authorization from manufacturer in case of bidding will be through by Dealer/contractor.
- Technical brochure with colored picture of LED fixture.
- Test reports as mentioned in this tender above.

## **LED STREET LIGHT LUMINAIRES:**

### 1. CODES & STANDARDS: -

- o IEC 60529 Classification of degree of protections provided by enclosures (IP Codes)
- o EN 55015 / CISPR15 Limits and methods of measurement of radio disturbance characteristic of electrical lighting and similar equipment.
- o IEC 62031 LED modules for general lighting-Safety requirements
- o EN 61547 Equipment for general lighting purposes-EMC immunity requirement.
- o IEC 60598-Part-2, Sec-3, Luminaries for road and street lighting.
- o IEC 60598-2-1 Fixed general purpose luminaries
- o IEC 60598-1 Luminaries - General requirement and tests
- o IEC 61000-3-2 Electro Magnetic compatibility (EMC)- Limits for Harmonic current emission -- (equipment input current  $\leq 16$  A per phase.
- o IEC 60068-2-38 Environmental Testing: Test Z- AD: composite temperature/ humidity cyclic test
- o IEC 61347-2-13 Lamp control gear: particular requirements for DC or AC supplied electronic control gear for LED modules.
- o IS 10322 Specification for the luminaries
- o LM 79 LED luminaries photometry measurement.
- o LM 80 Lumen Maintenance
- o IEC 62384 DC or AC supplied electronic control gear for LED modules performance requirements.
- o RoHS (Reduction of Hazardous Substances)

- o IEC 61347-1 ed. 2.0 for Lamp control gear - Part 1: General and safety requirements
- o IEC 61000-4-5 Electromagnetic Compatibility (EMC) – Surge Immunity Test .
- o IS 1944, IS 13383, IS 16103, IS 16105, IS 16106, IS 16102

2. ELECTRONIC COMPONENTS:-

The electronic components used shall be as follows:

- a. IC (Integrated Circuit) shall be of industrial grade.
- b. The resistors shall be preferably made of metal film of adequate rating.
- c. The conformal coating used on PCBs should be cleared and transparent and should not affect colour code of electronic components or the product code of the company.
- d. The heavy components shall be property fixed. The solder connection should be with good finish.
- e. The infrastructure for Quality Assurance facilities as called for in the Specification shall be available for the manufacturing of this product. The compliance shall be indicated clearly in the tender itself.

3. LED MODULES:-

ANSI rated LEDs from reputed makes such as LG/ Nichia, Japan / Cree, USA / Bridgelux, USA / Lumiled USA / Osram/Citizen Japan / Philips should be provided.

LEDs shall have optical grade polycarbonate/PMMA lens to provide street light distribution. LED optical lens should be mechanically fixed to MCPCB and should not be fixed by glue. Individual or cluster of LEDs should be provided with Optical Grade Polycarbonate lens with street light optical distribution.

The LED shall be compliant with LM80-08 standard.

Useful L70 life of 50000 Hrs with 70% lumen maintenance at 35 deg C ambient temperature. (Complete LM 80 test report for LED should be submitted).

ED Type: High power SMD LED.

Power of each LED : 1W or more

Compliance: RoHS

LED lumen output: The output of LED shall be at least 130 lumen per watt.

#### 4. ENCLOSURE SPECIFICATIONS:

Extruded aluminum / pressure die cast aluminum (sand/gravity casting not to be considered) and should be corrosion resistant polyester powder coated. Aluminum grade LM 6063 or LM 6 as applicable or above high conductivity heat sink material. Heat sink must be made of pressure die cast Aluminum. Luminaries shall have two separate compartments for LEDs and driver and both compartments should be hermetically sealed to achieve IP 66 ingress protection. The housing should be with manufacturer's name permanent mark / embossing on the die cast housing (Stickering / screen printing is not acceptable). Control gear shall be provided with die cast aluminum cover for safety.

LED street light fitting should be supplied with serial number which should be attached to the fitting. The label should mention: Name of Manufacturer, model name and number, system lumen pack, nominal CCT, Wattage of fitting, Date of Manufacture, and other labeling details as per IS. Heat sink used should be pressure die cast aluminum having high conductivity. Heat sink should be integrated within luminaries and efforts shall be made to keep the overall outer dimensions optimum such that it permits sufficient heat dissipation through the body itself so as to prevent abnormal temperature inside the luminaries and consequential damage to cover, gasket material, LEDs, lenses and drivers. Optical compartment shall be provided with heat resistant toughened glass. The optical assembly should be structured LED array for optimized roadway photometric distribution and photometric lenses designed to optimize application efficiency and minimum glare.

**But Fixture should be with potted driver to improve efficiency of the fixture. Polycarbonate optical cover with embedded lens should be provided for lower wattage up to 90/120 watt for better IP rating as compared to glass cover.. above 70-75 watt All light fittings shall be provided with toughened glass optical cover of sufficient strength under the LED chamber to protect the LED and luminaries.**

#### 5. INGRESS PROTECTION:-

Ingress protection should be IP 66. The fixture should have double-wall construction with silicone gasket designed for IP66 without using any glue to

- prevent breakdown of the water and dust proof seal for both the LED & the driver compartments.
6. The Fixture light output (lux) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lux levels it produces. Maximum +/-2% is allowed throughout the input voltage range.
  7. CURRENT:- The LEDs shall be driven at 0.5A to 1A.
  8. **FIXTURE EFFICACY:>120 Lum/watt.**
  9. CCT:- 5700K to 6500K
  10. CRI:- Minimum 70.
  11. WIND PRESSURE:-The fixture shall be built in such a way that it can withstand wind speed of 150 Km/Hr, NABL accredited lab report supporting the same shall be furnished by manufacturer.
  12. **IK:- 08 or above.**
  13. OPERATING VOLTAGE:- 140V to 270V ac
  14. OPERATING TEMPERATURE:- 0 Deg C to 50 Deg C
  15. P.F:-> **0.9**
  16. DRIVER:-  
Isolated type, multistage Constant Current Constant Voltage topology driver suitable to operate in input voltage range of 140V to 270V ( nominal rated voltage – 240V) with minimum 3KV surge protection, Power factor greater than 0.9 and total harmonic distortion (THD) of less than 20% should be integral to the luminaries. Short Circuit protection should be such that it recovers automatically after fault condition is removed.  
**FIXTURE SHOULD BE WITH POTTED DRIVER TO IMPROVE EFFICIENCY OF THE FIXTURE**
  17. GLARE:- The luminaries shall be full cut off type such that the glare from individual LED is restricted and shall not cause inconvenience to the public.
  18. UNIFORMITY:-The luminaries should throw the perfect amount of uniform light with exactly the desired intensity, and offer best pole spacing, along with better light control. Uniformity factor should be >0.45.  
The distribution of fixture illumination (control of distribution) shall be fully cut off.  
The illumination of the fixture shall be uniform without dark bands or abrupt variations and soothing to the eye.
  19. SURGE PROTECTION:- Total surge protection should be 14 kv ( 4kv internal and 10 kv outside ) the driver but inside the driver compartment in the Luminaries to ensure protection against surge arising from power line.

20. TEMPERATURE RISE:-The fixture body temperature shall not exceed 30 Deg C from ambient even after continuous operation for 24 hrs.
21. The fixture shall work on single phase three wire system(phase, neutral & earth).
22. The maximum tolerance in wattage of fixture will be +/- 5%

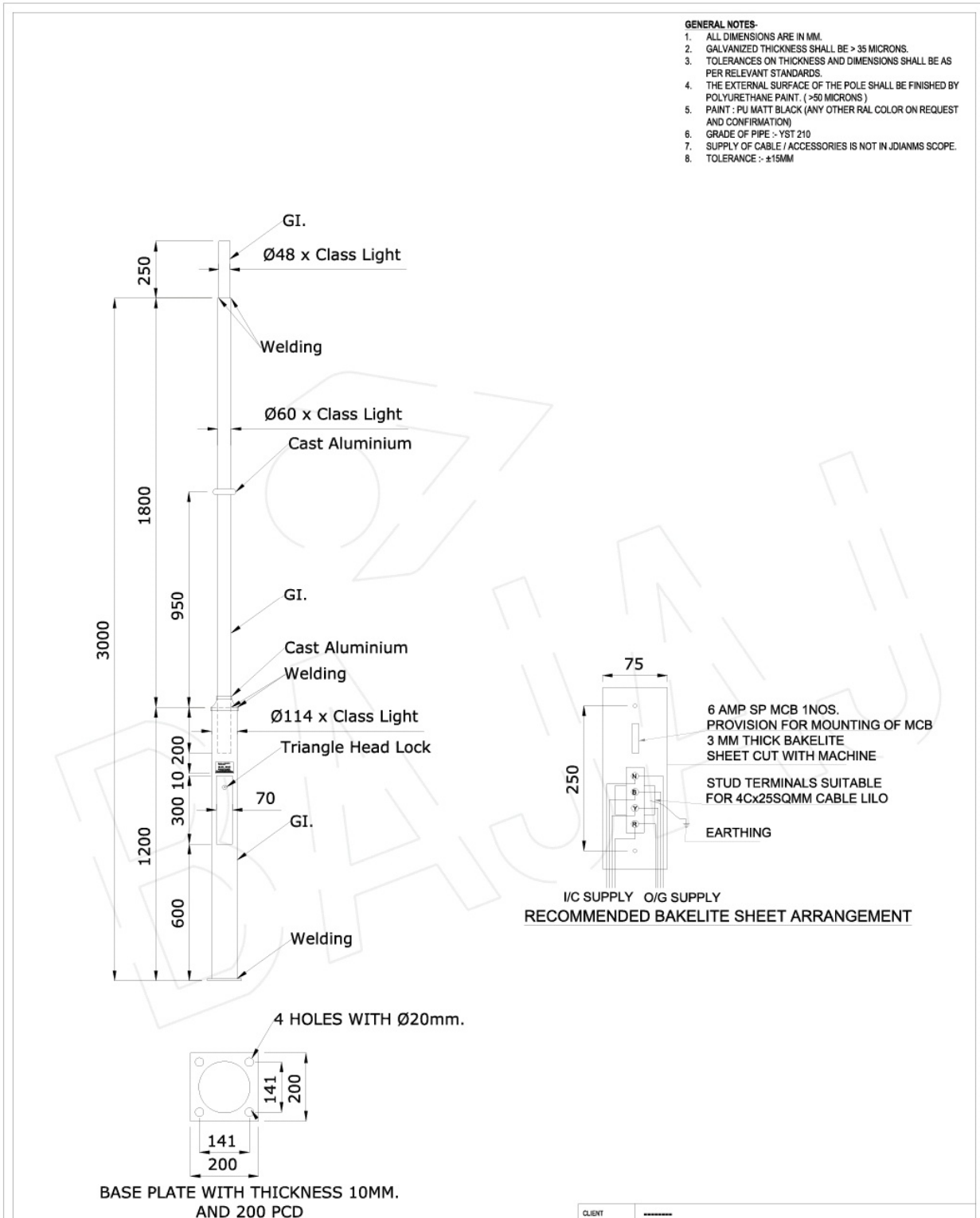
**Decorative Post Top Lighting Fixtures (Indirect Lighting Type):**

Decorative indirect lighting LED post top for landscape lighting fixture having COB LED. The fixture should have Black powder coated aluminum spigot, Clear toughened glass diffuser, White powder coated round aluminum reflector fixed on tripod directing the light downwards, luminaire should be wired with inbuilt driver with 5kV surge protection having wattage of 40 to 45W, IP 65. The fixture should be with manufacturer's warranty of at least 2 years.

**WARRANTY:**

The Lighting Fixtures should be supplied with 2 years Guarantee against any manufacturing defect and failure at site. In case of any failure of complete fixture or LED module or driver or any other part of fixture, same shall be replaced within two days.

## Post POLE : (For refrence)



CLIENT : .....



### DESIGN:

the structure shall conform to is: 875-part 3: 1987 relating to wind load on structures and also conform to bsen 40- 3:2000 relating to general construction. the grade of steel used shall be s-355 as per bsen-10025 or equivalent standards, manufacturing of poles shall be done out of manufacturer supplies straight sheet to eliminate deformity due to decoiling of rolls.

### POLE SHAFT:

the pole shaft shall have octagonal cross section and shall be continuously tapered with single longitudinal welding. there shall not be any circumferential welding. the welding of pole shaft shall be done by submerged arc welding process. the welding shall be done as per qualified mmaw process. the base plate shall be fixed by welding to the pole shaft at two locations i.e. from inside and outside. bending of the sheet into polygonal shape shall be done through a cnc controlled. laser aligned single blade bending process. foundation bolts will be as per en 8 grade, is: 1367.

### DOOR OPENING:

polygonal poles shall have door of suitable size at the elevation of 500mm from the base plate. the door shall be hinged flush with locking facility. The pole shall be additionally reinforced with a welded steel section so that the section at door is unaffected and undue bucking of the cut section is prevented. the base compartment of the built in connector control box shall have provision to have 6mm thick bakelite sheet of suitable size to accommodate the required electrical accessories with compression gland for termination of incoming & outgoing supply cables. the connector box shall be provided with 2 nos., 32 amp heavy duty connectors (3 way) 6 amp. c series mcb for individual fitting with din channel, earthing stud and other required accessories.

### GALVANIZATION:

the poles shall be single dip, hot galvanized as per is: 2629/is 2633/is 4759 standards with minimum coating thickness of 80 micron and above. the galvanizing shall be done in single dipping.

### BASE FLANGE:

the base plate shall be fabricated from steel plate free from laminations and mounted on rcc foundation laid as per the drawing.

### POLE TESTING FACILITY:

pole testing facility the manufacturing unit shall have in-house pole testing facility for validation of structural design data. the pole testing facility shall conform to bs en 40-3-2-2000 part 3-2. manufacturer must have adequate indigenous facility of their own for fabrication & seven tank pre-treatment & galvanization of poles, for which supporting documents are to be submitted. concern officials will visit their plant to ascertain the capability and capacity for manufacturing. the galvanizing bath tank should be min 11 meters. the manufacturer should submit wind tunnel test report of the pole from government recognized lab.

#### **POLE FOUNDATION (4 MTR.):**

Foundation bolt of 20 mm thickness e.n. grade material. The foundation bolt having 20 mm thickness is 600 mm long grouted in payal of atleast 350 mm dia 750 mm in depth in concrete mix ratio of 1:3:6 (1 cement:3 coarse:6 graded stone aggregate 40 mm nominal size ) using 0.30 cum above 200mm ground level complete finished with fine plaster (Overall weight including of foundation bolt & Base plate will be 42 kg.). pole should be proper earthing.

#### **POLE FOUNDATION (9/10 MTR.):**

**9/10 mtr. RCC foundation should be of size 500 x 500 x 1650 mm (1000 mm in plant and 650 mm above ground level or as per site condition inspected by area engineer)** for installation of pole with providing and laying of mechanically mixed cement concrete with M-20 and providing and placing in position cold twisted & hard rolled deformed steel reinforcement with 12 Nos. Of 12 mm dia 1500 mm long binding with 8 mm dia steel bars and placing in position 4 Nos. GI bar / Anchor bolt of 24 mm dia 500 mm long (420mm in plant and 80mm above the foundation) duly threaded at top up to 70 mm with required nut bolt and washer including clearing of all obstacle at site, complete with excavation and refilling of pit, finishing, leveling, centering, shuttering, curing and suitable hole for entry of conduit 63/50 mm dia painting etc. as required to complete the foundation, Specification and drawing shall be got approved by Engineer In Charge before casting the RCC structure. Change in foundation as per site condition, may be done with the approval of Engineer In-charge/ consulting engineer. No extra payment shall be done on this behalf. The structural design certificate according to soil and concreting grade certificate from government authorized laboratory are required to be submitted by contractor.

#### **CABLE SPECIFICATIONS:**

The LV supply to the street light mains shall be through 4 Core 16 /10sqmm, Al. conductor, XLPE insulated armored cable as per item schedule. From Junction Box

to Luminaries, 3Cx2.5 sq mm stranded Copper conductor, PVC insulated flexible cable to be used. C curve MCB to be provided in Junction Box.

### **LT POWER & CONTROL CABLES- GENERAL DESCRIPTION:**

Electrolytic grade of Aluminium / high conductivity annealed copper conductor, as per IS:8130, XLPE insulation, all cores laid up , taped /extruded PVC inner sheath as per IS: 5831, along with PP fillers in Power Cables , armoured as per IS:3975 and overall ST2 PVC sheath as per IS:5831, 1100 Volts grade cable as per IS:7098[I].Conductor shall be stranded above 10 sqmm in case of Aluminium cables, and above 6 sqmm in case of copper cables, below which it shall be solid conductor. Stranded conductor are shaped and compacted to reduce dimension and give a smoother profile.Insulation shall be of cross linked polyethylene.nner sheath Extruded / taped as the case may be, of ST-2 PVC along with Polypropelene ( PP ) fillers, [with a binder tape of PP tape in case of extruded PVC].ISI Marked armour, as per IS: 3975 should be provided over inner sheath to guard against mechanical damage. Armour should be galvanized steel wire/strip. In case of single core cables used in A.C. Systems, armouring should be non magnetic hard drawn aluminium wire/strip. Round steel wire should be used where diameter over inner sheath is less than 13mm and flat steel strip armour when diameter over inner sheath exceeds 13mm.Armour coverage to be more than 95% to achieve better mechanical protection and low armour resistance.Outer sheath should be of extruded ST2 PVC compound black in colour as per IS: 5831. Outer sheath shall be resistant to termite and rodent attack.

### **UNDERGROUND CABLE LAYING**

Underground cable should be laid/draw 600 mm below with required material below ground including excavation in all types of soil & refilling in approved manner .

### **APPROVED MAKES:**

- 1 LED Street lighting fixtures** having reputed brand with good presence in India, and having average turnover of Rs. 100 crores from the sales of LED type street lighting fixtures in last three financial years (proof of this should be submitted to IMC), upon prior approval by IMC Engineer In-charge /Consulting Engineer.
- 2 LED Manufacturer Company** should have working experience of 3 year in LED lighting manufacturing and maintenance in external lighting.
- 3 Contractor** will have to put a sticker or paint on fitting. the batch code on each fitting before installation of fittings, the batch code will be like IMC-ABC-03/21 in which IMC

belongs for Indore municipal corporation and it is mandatory, on the place of ABC the firm of agency name should be emboss in abbreviations and at the last four digits the month and year of installation have to be emboss.

- 4 Contractor should also have to replace fittings installed by him with only batch code printed fittings in maintenance period, so that warranty period of each fitting can be easily defined.
- 5 The color temperature of LED fitting supplied by contractor should not change in entire maintenance period. In case color temperature would change or quality of light decreased of installed fitting, contractor will have to replace fittings in the same wattage and specification as at the time of installation.
- 6 Models of these make which conforms to the technical specifications of this tender upon prior submission of sample for approval of IMC Engineer Incharge/Consulting Engineer.
- 7 **35-45 / 60 WATT LED street lights.....** Bajaj / wipro / Phillips/ crompton greaves Or equivalent reputed brand with good presence in India brand or fixture should be approved by engineer incharge .
- 8 **Wire / Cables .....** Polycab / Finolex / Havells / RR/ KEI cables/ISI/ISO MAKE .
- 9 **Switchgear, timer, contactor, MCB etc.....** L&T/ ABB/Siemens / Schneider MG / Legrand/As directed by engineer in charge ISI/ISO MAKE also

**Annexure – J**

(See clause 14 of Section 2 of ITB)

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

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

I/We do hereby BID to execution of the above work within the time specified at the rate (In figures) \_\_\_\_\_ (In words) \_\_\_\_\_ percent below / above or at par based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specification, designs, drawings and instruction 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 Governor of Madhya Pradesh of 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 payable by the bidder shall be included in the percentage quoted by the bidder.*

**Signature of Bidder  
Name of Bidder**

The above bid is hereby accepted by me on behalf of the Governor of Madhya Pradesh dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
**Signature of Officer by whom accepted**

**Annexure – K**

(See clause 15 of Section 2 of ITB)

**Annexure – L**

(See clause 21 of Section 2 of ITB)

**LETTER OF ACCEPTANCE (LOA)**

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

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

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 (Name of ULB) at your bided offer as per scope of work 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 upto 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 Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,

(NAME OF SIGNING  
AUTHORITY)

**PERFORMANCE SECURITY**

To

\_\_\_\_\_ [Name of Employer]

\_\_\_\_\_

\_\_\_\_\_ [Address of Employer]

\_\_\_\_\_

WHEREAS \_\_\_\_\_ [name and Address of Contractor]

(Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No. \_\_\_\_\_

Dated \_\_\_\_\_ to execute \_\_\_\_\_ [Name of Contract and brief description of Works] (herein after called "the Contract").

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

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

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

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

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

This Guarantee shall be valid until 3(three) months from the date of expiry of the Defect Liability Period.

Signature, Name and Seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

—

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

Date \_\_\_\_\_

—

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

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

**Table of Clauses of GCC**

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## A. General

### 1. DEFINITIONS

- **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- **Chief Engineer:** means Chief Engineer of the Zone/basin concerned.
  
- **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
  
- **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carry the same meaning wherever used.
  
- **Contract Data Sheet:** means the documents and other information which comprise of the Contract.
  
- **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
  
- **Contractor's bid :** means the completed bid document submitted by the Contractor to the Employer.
  
- **Contract amount :** means the amount of contract worked out on the basis of accepted bid.
  
- **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.
  
- **Day:** means the calendar day.
  
- **Defect :** means any part of the work not completed in accordance with the specifications included in the contract.
  
- **Department:** means department of urban administration and development, Madhya Pradesh and INDORE MUNICIPAL CORPORATION as the case may be.
  
- **Drawings :** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
  
- **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
- **Engineer:** means the person named in contract data sheet.
  
- **Engineer in charge:** means the person named in the contract data.
  
- **Engineer In Chief :** Engineer In Chief of Directorate, Urban Administration and Development
  
- **Equipment :** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
  
- **Government:** means Government of Madhya Pradesh.
  
- **In Writing:** means communicated in written form and delivered against receipt.
  
- **Material :** means all supplies, including consumables, used by the Contractor for incorporation in the work.
  
- **Superintending engineer:** means superintending engineer Indore Municipal Corporation.
  
- **Stipulated date of completion :** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
  
- **Specification :** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
  
- **Start Date :** means the date **14** days after the signing of agreement for the work. However, the employer may extend this time limit by another 14 days, as and when required.

- **Sub-Contractor** : means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.
- **Temporary Work** : means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- **Tender / Bid, Tenderer /Bidder** : are the synonyms and carry the same meaning where ever used.
- **UADD** : Urban Administration and Development Department
- **Variation** : means any change in the work which is instructed or approved as variation under this contract.
- **Work**: the expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

## **2. INTERPRETATIONS AND DOCUMENTS**

### **2.1 Interpretations**

In the contract, except where the context requires otherwise:

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

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

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

## **3. Language and Law**

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

## **4. Communications**

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

a.

## **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 attributed to the other Party

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

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),
  - (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
  - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
  - (iv) Munitions of war, explosive materials, ionising radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
  - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,
- 7.2** In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3** For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.
- 7.4** The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

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

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

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

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

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

- 10.1** The Contractor shall construct, install 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 implements and generally of all means used for the fulfilment of this contract whether such means may or may not approved of or recommended by the Engineer.

## **11. Discoveries**

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

## **12. Dispute Resolution System**

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

## **B. Time Control**

### **13. Programme**

- 13.1** Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works 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/equipments 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 of the work already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

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

- 15.1** The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2** The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3** In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.

- 15.4** Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data
- 15.5** In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in-charge shall retain from the bills of the Contractor Amount equal to the liquidated damages liveable 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 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:
- Carrying out the tests prescribed in specifications, and
  - For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 17.2** The contractor shall have to establish field laboratory within the time specified and having such 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 tests prescribed under the specifications shall be got carried out through Laboratories accredited by National Accreditation Board of Laboratories (NABL) by the Engineer-In –Charge and the cost of the 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 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, Drawings etc.**
- 19.1** The Engineer in charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Employer, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agree to do the main work.
- 19.2** The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.
- 20. Extra items**
- 20.1** All such items which are not in the priced BOQ shall be treated as extra items.
- 21. Payments for Variations and / or Extra Quantities**
- 21.1** The rates for the additional (Extra Quantities), altered or substituted work/ extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-

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

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

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

- (a) Appropriating, in part or whole of the Performance Security and additional Performance Security , if any; and/or Security deposit and/or any sums payable under the contract to the contractor..
- (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contractor 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 excluding of GST, as applicable in E-nagar palika which will be paid by the department to the firm on the payment of bill as per the prevailing of GST.**

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

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

**26. Check Measurements**

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

- 26.2** Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3.** Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.
- 27. Termination by Engineer in Charge**
- 27.1** If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2** The Engineer in charge shall be entitled to terminate the contract if the Contractor
- a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
  - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
  - c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
  - d) the Contractor does not maintain a valid instrument of financial Security, as prescribed;
  - e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
  - f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
  - g) if the Contractor, in judgemental 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, 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 Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and Additional performance, if an, security remains valid for the period as specified in the Contract data.
- 30. Security Deposit**
- 30.1** Security deposit shall be deducted from the each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.
- 30.2** The Security may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3(three) months beyond the completion of defect Liability PERIOD/ extended Defect Liability.
- 30.3** The Security deposit shall be refunded on completion of defect liability period.

### **31. Price Adjustment**

#### **31.1 Applicability**

### **34. Payment Certificates**

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

- (a) The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- (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.

## **G. Other Conditions of Contract**

### **37. Currencies**

All payments will be made in Indian Rupees.

### **38. Labour**

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

**39. COMPLIANCE WITH LABOUR REGULATIONS**

**39.1** During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer 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 nay sum is found to have been overpaid in respect of any work done by the contractor under the contract or nay work claimed by him to have been done under the contract and found not to, have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by government to the Contractor.

**41. Death or permanent invalidity of contractor**

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

**42. Jurisdiction**

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

[End of GCC]

**Contract Data**

<b>Clause reference</b>	<b>Particulars</b>	<b>Data</b>
1.14	Employer	<b>INDORE MUNICIPAL CORPORATION , INDORE</b>
1.15	Engineer	Engineer as notified by the employer
1.16	Engineer in charge	<b>City Engineer of ULB</b>
1.22	Stipulated period of completion	
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	Office of City Engineer Electrical Department Nagar Nigam Campus Indore
5	Subcontracting permitted for contract value	25% of the Contract value
6	Technical Personnel to be provided by the contractor – requirement &	As per Annexure I (Format I-3)
	Penalty, if required Technical personal not employed	Rs. 20,000/- per month
10	Specifications	As per Annexure E
	Drawings	As per Annexure N
12	Competent authority for deciding dispute under Dispute resolution system	Additional commissioner Indore Municipal Corporation Indore
	Appellate Authority for deciding dispute under Dispute resolution system	Commissioner Indore Municipal Corporation Indore
13	Period of submission of updated construction program	15 days upon signing the agreement
	Amount to be withheld for not submitting construction program in the prescribed period	0.20% of the Contract Amount
14	Competent Authority for granting Time Extension	City Engineer Electrical Department Nagar Nigam Campus Indore
15	Milestones laid down for the contract	YES/NO
	If Yes, details of milestones	As per Annexure O
	Liquidated damage	As per Annexure P
17	List of equipments for lab	
	Time to establish lab	
	Penalty for not establishing field Laboratory	
18	Defect Liability Period	2 Year after completion of works (date of completion as given in the completion certificate issued by employer)
21	Competent authority for determining the rate	City Engineer Electrical Department Nagar nigam Campus Indore
27	Any other conditions for breach of contract	_____

Clause reference	Particulars	Data
28	Penalty	Penalty shall include (a) Security deposit as per clause 30 of General conditions of contract and (b) Liquidated damages imposed as per clause 15 or performance security (Guarantee) including additional performance security (Guarantee), if any, as per clause 29 of General conditions of contract, whichever is higher.
29	Performance Guarantee (security) shall be valid up to	Till issue of physical completion certificate as per clause 35.1
30	Security deposit to be deducted from each running bill	As the rate of 7 %
	Maximum limit of deduction of security deposit	Up to 7 % of Final contract amount.
31	Price adjustment formula and procedure to calculate	As per Annexure R <b>(NOT APPLICABLE)</b>
31.1(1)	Price adjustment shall be applicable	<b>(NOT APPLICABLE)</b>
32	32.1 Mobilization and Construction Machinery Advance applicable	No Mobilization and Construction Machinery Advance payable
	32.2 If yes, unconditional Bank Guarantee	In the format prescribed in Annexure - S
	32.3 If yes, Rate of interest chargeable on advance	10% annual simple interest
	32.4 If yes, Type & Amount payment that can be paid	1. Mobilization advance-Not more than ___% of contract amount 2. Construction Machinery advance-not more than ___% of contract amount
	32.5 If yes, Recovery of Advance payment	.
33	33.1 Secured Advance applicable	No Security Advance payable
	33.2 If yes, Unconditional bank Guarantee	In the format prescribed in Annexure-T

Clause reference	Particulars	Data
	33.3 If yes, Conditions for secured Advance	
	33.4 If yes, recovery of secured advance	
35	Completion certificate- After physical completion of the work	As per Annexure - U
	Final Completion Certificate – after final payment on completion of the work	As per Annexure - V
36	Competent Authority	_____
39	Salient features of some of the major labour laws that are applicable	As per Annexure - W
41	Competent Authority	_____

### **COMPENSATION FOR DELAY**

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

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

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall 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 maximum of 10% of contract price.

The decision of **Executive engineer** shall be final and binding upon both the parties.

**Physical Completion Certificate**

Name of Work:

\_\_\_\_\_

—

\_\_\_\_\_

—

\_\_\_\_\_

—

Agreement No. \_\_\_\_\_ Date \_\_\_\_\_

Amount of Contract Rs \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Used MB No.: \_\_\_\_\_

Last measurement recorded

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

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

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

Date of issue

Executive Engineer

\_\_\_\_\_

\_\_\_\_\_

### Final Completion Certificate

Name of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreement No. \_\_\_\_\_ Date: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Used MB No. \_\_\_\_\_

Last Measurement recorded

b. Page No. & MB No. \_\_\_\_\_

c. Date \_\_\_\_\_

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

And taken over on \_\_\_\_\_ (date).

Agreement amount Rs. \_\_\_\_\_

Final amount paid to contractor Rs. \_\_\_\_\_

Incumbency of officers for the work

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

Date of Issue

Executive Engineer

\_\_\_\_\_  
\_\_\_\_\_

**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 o employment of

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

- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) 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 3**  
**(Whichever is applicable according to the nature of work)**  
**Conditions of Contract**  
**Part-II Special Conditions of Contract [SCC]**

**1. GENERAL:**

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

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

**2.0 Accuracy of Lines, Levels and Grades**

- 2.1 The various works shall be done true to line, level and grade. The periodical checking of these by the Engineer or Engineer's representative shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the contractor shall make good the discrepancy at his own cost and without any compensation for the additional work if any involved. Whenever such a discrepancy is found to arise at the junction of works being carried out by different Contractors the responsibility to set right their respective discrepancies shall be fixed by the Engineer whose decision shall be final and binding on the Contractors concerned. Engineer shall further have the unquestioned right if need be to rectify the discrepancies and recover the cost from the Contractor or Contractors according to proportions as he May consider reasonable.
- 2.2 The details of location and the nearest permanent bench marks. Reference Grid Marks shall be obtained by the Contractor in writing from the Engineer. Temporary bench mark for day to day use shall be fixed with reference to above permanent bench marks with double leveling. The Grid Co-ordinates and its references May be obtained from the Engineer.

**3.0 Arrangements of Water and Electric Power**

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

**4.0 Measures for Prevention of Fire**

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

## **5.0 Site Order Book**

A site order book shall be kept at the Employer's office on the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer on his representative and the contractor or his authorized representative. In important cases the Engineer will countersign the entries which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Engineer shall submit periodically copies of the remarks in the site order book to the Employer for record and to the contractor for submitting compliance report.

## **6.0 Foundations Depth/Levels.**

The drawings indicate the general foundation levels to be adopted for the different conditions of the structures. During execution these levels May be modified to suit the site conditions. The Contractor shall not be liable to any compensation for any minor delays on this account. However this May be considered for granting suitable extension in the completion period if necessitated by such events.

## **7.0 Approach Road**

Necessary approach roads for various constructions of components of the work like Intake, WTP, OHT etc. shall be satisfactorily constructed and maintained by the Contractor at his own cost.

## **8.0 Regulation and Bye-Laws**

The contractor shall conform to the regulations, bye laws or any other statutory rules made by any local authorities or by the Government and shall protect and indemnify the Employer against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees etc.

## **9.0 Contractor to use Excavated Hard Rock**

All useful materials like hard rock etc. excavated by the Contractor at site shall be the property of Employer and shall be issued to the Contractor at the issue rate of Rs. 200/- per cum. It shall be binding on the Contractor to use it as rubble, metal aggregate etc. after breaking into the required size for concrete work and as directed by the Engineer.

## **10.0 Income Tax**

During the course of contract period, deductions of Income Tax shall be made at the prevailing rate of Department of Income Tax Government of India and as revised from time to time as per the advice of Income Tax authorities.

## **11.0 Supply and Arrangement of Materials**

- (1) The contractor shall make his own arrangement for supply of materials including cement and steel. The contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Engineer shall be entitled at any time to inspect or examine all such materials. The contractor shall provide reasonable assistance for such inspection or examination as May be required.
- (2) The contractor shall keep an accurate record of use of materials like cement and steel used in the works in a manner prescribed by the Engineers.

## **12.0 Cement**

- (a) The Contractor shall stock his requirement so as to ensure utilization of cement within 60 days but in no case later than 90 days Cement older than the period aforesaid shall not be used on any work except with the written permission of the Engineer, and after satisfactorily passing such test as he May specify. The Contractor shall forthwith remove from the work such cement that Engineer has not allowed. The final disposal of such cement shall comply with the rules in force at the time and as the Engineer May approve
- (b) Large stocks of cement shall not be kept at the works but only sufficient quantities shall be kept to assure continuity of the work. The Contractor shall provided and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cms. above the floor level and shall be covered with tarpaulin or any other impervious covering materials in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in the order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement laying in the stores at site.

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

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

### **13.0 Special Condition Regarding Conditional TENDER**

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

If such an under taking is not found with the Earnest Money the TENDER will not be opened and not taken into consideration. However in case the contractor gives such an undertaking at the time of opening of TENDER the same May be considered.

### **14.0 Design and Drawings**

- (1) Bidder shall carryout detail survey and investigations (including soil test) as may be required for preparation of detail designs and drawings.
- (2) The detailed design and drawing shall be prepared by Contractor and submitted to Government Engineering College for examination through city engineer and the observations made by the examining institute shall be duly incorporated by Contractor without any claims what so ever in this regard. Thereafter the drawing duly vetted by engineering college shall be submitted to chief engineer for final approvals.
- (3) The approved drawings shall remain in the sole custody of the Engineer. The Contractor shall obtain and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer all Drawings provided under the Contract.

#### **One copy of the Drawings to be kept on Site.**

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

#### **Disruption of Progress**

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

#### **Delay and Cost of delay of Drawings**

- (6) If, by reason of any failure or inability of the Engineer to issue within a time reasonable in all the circumstances any drawing or order required by the Contractor in accordance with sub-clause (3) of this Clause, the Contractor suffers delay then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 44 hereof. However the Contractor shall not be entitled to any compensation for such delay, except extension of time.

#### **Further Drawings and Instructions**

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

### **15.0 Sufficiency of TENDER**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his TENDER for the Works and of the rates and prices of various Quantities and the Schedule of Rates and Prices, if any, which TENDER rates and prices shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however, during the execution of the Works the Contractor shall encounter physical conditions, other than

climatic conditions on the Site, or artificial obstructions, which conditions or obstruction could, in his opinion, not have been reasonable foreseen by an experienced contractor the Contractor shall forthwith give written notice thereof to the Engineer's Representative and if in the opinion of the Engineer, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced contractor, than the Engineer shall certify and the Employer shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost. However the Engineer in charge decision shall be final & binding.

**COMMISSIONER**  
**Indore Municipal Corporation**

**Section – 4**  
**Bill of Quantities**

**(attached separately)**

**SECTION 5  
AGREEMENT FORM  
AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings 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 whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of affixed in the presence of:

in the presence of:

Signed, Sealed and Delivered by the

Binding Signature of Employer

Binding Signature of Contractor