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प्रश्न सं. [ २३/२/२०२६ ]

Division at the High Court of Madhya Pradesh, Jabalpur shall apply only the laws for time being in force in India. The law, whether substantive law or procedural law, of any other legal system or country, other than those of India, shall have no application to the contract or to the dispute arising out of this contract

**12. Conditions applicable for contract**

All the conditions of the tender notice shall be binding on the Contractor and the Employer in addition to the conditions of the contract in the prescribed form

- 13.** The MPJN's estimation for yearly consumption of energy for design period is specified in Annexure F. For reimbursement of energy charges calculation shall be done on pro rata basis from 1<sup>st</sup> year to design period. If energy consumption is more than derived as above, then excess energy charges shall be borne by the firm.

If any change in scheme components or water demand increases due to any reason & approved by MPJN, then reimbursement of payment for energy consumption excluding penalties, shall be made accordingly.

**14. Mobilization Advance**

- 14.1.** The Contractor shall be eligible to avail interest free mobilization advance ("Mobilization Advance") of 10% (ten per cent) of the Contract Amount with a maximum limit of Rs. 50 Crore which shall be given on the application of the Contractor in two equal instalments.
- 14.2.** The Mobilization Advance shall be provided against a Bank Guarantee of 100% of the amount of instalment of Mobilization Advance in the format provided in tender document. Format for Bank Guarantee for Mobilization Advance is provided as Annexure 5.
- 14.3.** The Contractor may apply to the Employer for the 1<sup>st</sup> (first) instalment of Mobilization Advance at any time after the execution of the Agreement, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 100% (one hundred per cent) of such instalment of Mobilization Advance, in the form provided in the tender document, to remain effective till the complete and full repayment of Mobilization Advance.
- 14.4.** At any time, after the utilization of the complete amount of the 1<sup>st</sup> (first) instalment of Mobilization Advance, the Contractor may apply to the Employer for the 2<sup>nd</sup> (second) instalment of the Mobilization Advance along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 100% (one hundred per cent) of such instalment, in the form provided in the tender document, to remain effective till the complete and full repayment of such instalment. The request for the 2<sup>nd</sup> (second) instalment of the Mobilization Advance should be submitted along with documentary proof of utilization of the complete amount of the 1<sup>st</sup> (first) instalment of Mobilization Advance.

प्रियतम मन्त्रिालय

Manager  
M.P. Jal Nigam  
PU, Barwani

27/2/26

Project Director  
Madhya Pradesh Jal Nigam  
Bhopal

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14.5. The Mobilization Advance shall be recovered through proportionate deductions to be made in the Running Bills of the Contractor. Deductions of Mobilization Advance shall commence from the Running Bill in which the cumulative running bills shall have reached 10% (ten per cent) of the Contract Amount. The mobilization advance amount recovered in each Running Bill shall be 25% (twenty-five per cent) of the amount due and payable under the Running Bill. The Parties further agree that no payments in excess of 50% (fifty per cent) of the Contract Amount shall be released to the Contractor until the Mobilization Advance has been fully recovered.

14.6. If the Mobilization Advance has not been fully repaid prior to Termination due to any reason, the balance Mobilization Advance shall immediately become due and payable by the Contractor to the Employer.

**15. Incentive Clause**

Incentive for early completion of the work will be paid to the contractor as under:

- i. If completion of the work takes place within 75% time of scheduled period, incentive of 2.00% of contract amount shall be extra paid as incentive money.
- ii. If completion of the work takes place within 80% time of scheduled period, incentive of 1.50% of contract amount shall be extra paid as incentive money.
- iii. If completion of the work takes place within 90% time of scheduled period, incentive of 1.00% of contract amount shall be extra paid as incentive money.

16. Following documents annexed with this tender document shall form part of the Contract.

ANNEXURE - 1	: Joint Venture
ANNEXURE - 2	: Form of Guarantee for Performance Security / Security Deposit
ANNEXURE - 3	: Form of Guarantee for Withdrawal of Retention Money
ANNEXURE - 4	: Form of Guarantee for Additional Performance Security
ANNEXURE - 5	: Form of Guarantee for Mobilization Advance
ANNEXURE - 6	: Form of Guarantee for Performance Security / Security Deposit for O&M Period
ANNEXURE - A	: Model rules, relating to labour, water supply, sanitation, etc.
ANNEXURE - B	: Contractor's labour regulations
ANNEXURE - E	: Specifications
ANNEXURE - F	: Main Items of Work (Brief Scope)
ANNEXURE - H	: Break-up schedule of payment
APPENDIX - I	: List of Villages

CONCRETE & INFRASTRUCTURES PVT. LTD.  
 29/1/58  
 DIRECTOR

Managing Director  
 Madhya Pradesh Jal Nigam  
 Bhopal

प्रकल्पिता समितिया

Manager  
 M.P. Jal Nigam  
 P.U., Barwan

अनुमान अधिकारी  
 मध्य प्रदेश सरकार  
 लोक स्वास्थ्य अधिकारी विभाग

Project Director  
 Madhya Pradesh Jal Nigam Maryadh  
 Bhopal (M.P.)