

OFFICE OF THE NAGAR PALIKAPARISHAD SHIVPURI. DIST- SHIVPURI

APPENDIX 2.18

TENDERDOCUMENT

(FORM 'A' FOR PERCENTAGE RATE BASIS TENDER FOR SHIVPURI)

NIT NumberandDate : **NIT No.....Dated: 02-07-2024**

Agreement NumberandDate : _____

Nameof Work : **WARD 02 cc road and drain const, work saurav purohit**
bali gali

Name oftheContractor : _____

Probable Amount ofContract

(Rs.InFigure) : **Rs 1685990.00 Lacs**

(Rs.InWords) :

Contract Amount

(Rs.InFigure) : _____

(Rs.InWords) : _____

Stipulated PeriodofCompletion : **2 months including rainyseason**

Tender Document

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OFFICE OF THE NAGAR PALIKA PARISHAD SHIVPURI, DIST- SHIVPURI

(FIRST CALL)

Section – 1

Notice Inviting e-Tenders

NIT No.

Date: 02-07-2024

Online bids for the following works are invited from registered contractors and firms of repute fulfilling eligibility criteria on "Form A", for Percentage rate basis on UADD SOR w.e.f 02th aug 2021

S.No.	Work	Probable Amount (Inlacs)	Completion Period (months)
1.0	WARD 02 cc road and drain const, work saurav purohit bali gali	Rs 1685990.00	2 months including rainy season

1. Interested Bidder can view the NIT on website <http://www.mptenders.gov.in> and www.mpurban.gov.in
2. The Bid Document can be purchased only Online from 10:00AM of 02 -07-2024 to 05:30pm of **31-07-2024**.
3. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

**CHIEF MUNICIPAL OFFICER
NAGAR PALIKA PARISHAD, SHIVPURI**

Notice Inviting e-Tenders
OFFICE OF THE NAGAR PALIKA PARISHAD SHIVPURI, DIST- SHIVPURI

N.I.T.No

Dated: 02-07-2024

Online bids for the following works (estimated on UADD SOR w.e.f. 02th aug 2021) on Form "A" for percentage rate basis, are invited from registered contractors and firms of repute fulfilling eligibility 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)	Time of Completion
1.0	WARD 02 cc road and drain const, work saurav purohit bali gali	Rs. 1685990.00	Rs.12645	Rs 2,000	2 months including rainy season.

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. 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. However, such bidders who are not registered with the Government of Madhya Pradesh and are registered with Central Government, other State Governments, PSUs are also eligible for submission of Bids.
 - (b) The bidder would be required to have valid registration with Government of Madhya Pradesh, PWD, 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 DataSheet.

6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid DataSheet.

4. The Bid Document can be purchased only Online from 05 :00PM of 26 -08-2022 to 05:30pm of

09-09-2022.

5. The key dates may be seen in Annexure-A (Key Dates).

7. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

**CHIEF MUNICIPAL OFFICER
NAGAR PALIKAPARISHAD, SHIVPURI**

SECTION 2 INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. SCOPE OF BID

Background

Municipal Council, Shivpuri has executed Water supply scheme for supplying treated water to the residents of town having design capacity of 61MLD based on Madikheda Dam for a design population of 360,000. In stage I i.e., for first 15 years for the design population of 255,000, 43 MLD raw water will be abstracted from dam and after treatment 41.50 MLD water shall be supplied to the town. The project is being executed under UIDSSMT on PPP mode. The major works executed under the project are,

- 1.0 Deep-well VT pumps, head 70 m and discharge 545 lps on existing intake-well at Madikheda dam.
- 2.0 Raw raw water sump well along with Centrifugal pumps, head 65 m and discharge 545 lps.
- 3.0 Raw water Rising main consist of 800mm diameter 13300 m long GRP pipe of 9 Kg/sqcm and 12 Kg /Sqcm and 1300 MS/DI Pipeline from the Intake well at Madikheda to Water treatment plant at Satanwada for pumping of 63 MLD raw water up to the design period.
- 4.0 Construction of 43 MLD treatment plant along with clear water pump house for pumping of 41.50 MLD up to the OHTs situated in Shivpuri town along with clear water pump house.
- 5.0 Clear water pipe line consist of 800mm diameter 9550 m long GRP pipe of 9 Kg/sqcm and 12 Kg/sqcm and 15kg/Sqcm and 5250 m long MS/DI pipeline from Water treatment plant at Satanwada to Shivpuri for pumping of 60 MLD clear water upto the design period.
- 6.0 150-700mm diameter 21434 m long feeder line for filling of OHTs in town comprising DI K-9 and GRP pipe.
- 7.0 3 nos. 1500 KL, 8 nos. 1000 KL and 1 no. 500 KL new Over Head Tanks and six old over head tanks for water storage
- 8.0 160mm - 400 mm diameter 62781 m long DI K-9 and PVC pipe in town for distribution of water.

Out of the total feeder line of 21434 m the GRP pipe line is 8366 m. Municipal Council, Shivpuri intended to select a bidder for replacement of the GRP feeder line meant for filling of various Overhead Service Reservoirs in Shivpuri from the treated water supply system of Shivpuri.

The works include:

1. Providing, laying, jointing, testing and commissioning of given length DI pipe line from medical collage to PMAY Camp sumpwell along with excavation, refilling, pipe bedding, road cutting/dismantling, road restoration, construction of valve chambers, providing valves, specials and fitting all complete.
- i) Bidder shall be examining the detail design and drawings of the given feeder lines and shall re validate the same for preparation of detailed construction drawings as per actual working conditions and available ROW of existing roads for minimum obstruction to existing utilities, road ways and railways. No extra payment should be made to the contractor for the design and drawing part.

The Bidder is required to take approval of all detailed designs and drawings of the works from Engineer- in-Chief/ Chief Engineer of Urban Administration and Development, Bhopal. The initial 2 years period upon completion of construction work of this project shall be defect liability period (DLP).

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

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.

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.

In case of Bid submitted by the Joint venture (Consortium of Bidders) only lead member should be essentially registered in appropriate class of Registration with the Government of Madhya Pradesh or with Central Government, State Government and PSUs.

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.

A. 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. 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:

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.

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.

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.

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**

Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.

All amendments shall form part of the Bid Document.

The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

B. 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
- iv) An affidavit duly notarized.
- v) JV Agreement (Original) in case of JV.
- vi) Undertaking as per Clause no. 13 (Special Condition Regarding Conditional TENDER of Section - 3, Conditions of Contract, Part -II Special Conditions of Contract

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**

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**.

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 Percentage rate, and not item wise. The overall percentage rate would apply for all items of work. The Bidder shall have to duly fill their Percentage rate offer in appropriate online form meant for it.
- ii. The offer 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 bidder shall have to quote rates inclusive of all duties, royalties, levies and taxes except Goods and Service Tax (GST). The amount of applicable GST will be paid separately to the Contractor with each bill at the time of payment. The Employer shall not be liable for any duties, taxes (except GST) royalties and levies.
- iv. 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.
- v. In case price-Tender/Financial proposal submitted manually, the Tender shall be outright rejected. If any bidder stipulated any condition other than the common conditions agreed to in the pre-Tender meeting, his tender shall be rejected outright and his tender shall be ignored. Each bidder shall supply the name, residential address and place of business of the person or persons giving tender and shall be signed only by the bidder with his usual signature.

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. In the event of Bidders withdrawing the offer before the aforesaid period for any reason what so ever, his earnest money deposited with the Tender shall be forfeited to Nagar Parishad, SHIVPURI.

17. EARNEST MONEY DEPOSIT (EMD)

The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the **Bid Data Sheet**.

The EMD /bid security shall be submitted only online using options available in the tender portal with in the specified time limit . bidders are advised to process it well in advance . no claim shall be entertained due to delay in online transactions via payment gateway / banking portal

Bid not accompanied by EMD shall be liable for rejection as non-responsive.

EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.

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.

Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

C. SUBMISSION OF BID

18. The bidder is required to submit digitally signed bid i.e. envelop A ,B and C online only . no physical submission of the bid will be accepted except in exceptional cases under clause 19.7 .

D. OPENING AND EVALUATION OF BID

19 PROCEDURE

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.

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.

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“.

After opening Envelop „C“ all responsive bids shall be compared to determine the lowest evaluated bid.

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.

The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

"In exceptional case, if physical submission of certain documents is found essential, then expressed prior permission must be obtained in writing by the tender issuing authority from an authority, as authorized by the State Government. In such a case, such documents are required to be submitted physically at the place and date specified in the Bid Data Sheet. In case of any mismatch in the documents submitted in the physical form and that uploaded online, or if the contractor fails to submit the document physically, the bid shall be liable for rejection as non-responsive."

During Bid Evaluation, 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 charge in the price or substance of the Bid shall be sought, offered or permitted..

20. Confidentiality

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.

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.

E. AWARD OF CONTRACT

21. Award of Contract

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

the successful bidder at the time of signing of the contract."

22. Performance Security

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**.
If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the employer, the employer after evaluation, taking in to consideration the schedule of the estimated contract price may require Additional Performance Security from the successful bidder for such unbalanced bid price.

23. Signing of Contract Agreement

The successful bidder shall have to furnish Performance security and sign the contract agreement within 15 days of issue of LOA.

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.

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

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

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

[End of ITB]

Bid Data Sheet**General**

S. No.	Particulars	Data	
	Office inviting Tender	Chief Municipal Officer, Nagar Palika Parishad, Shivpuri	
	NIT No	
	Date of NIT	02/07/2024	
	Bid document download available from date &	From 02/07/2024 10:00AMHrs	From 31/07/2024 05:30PMHrs
	Website link	https://www.mptenders.gov.in	

For Section 1 - NIT

Clause reference	Particulars	Data	
	Portal fees	Rs. /- or As applicable	
3	Cost of bid document	Rs. 2,000/-	
	Cost of bid document payable to	Chief Municipal Officer, Nagar Palika Parishad, Shivpuri	
	Cost of bid document in favour of	Chief Municipal Officer, Nagar Palika Parishad, Shivpuri	
	Affidavit	Annexure B	
5	Pre-qualifications required	YES	
	If Yes, details	Annexure C	
6	Special Eligibility		No
	If Yes, details	Annexure D (Not applicable)	
	Key Dates	Annexure A	

For Section 2 - ITB

Clause reference	Particulars	Data	
	Name of work	WARD 02 cc road and drain const, work saurav purohit bali gali	
	Specifications	Annexure E	
	Procedure for participation in e- tendering	Annexure F	
4	Whether Joint-venture is allowed	YES	
	If yes, requirement for Joint venture	Annexure G	
	Pre bid meeting to held	NO	

	If Yes, Date, Time & Place	<p>Date:- Time from : 10:30 am onwards Place : At the office of Chief Municipal Officer, Nagar Palika Parishad, Shivpuri or At the Executive Engineer, Directorate, Urban Administration and Development, Bhopal or At the office of Executive Engineer, Gwalior Division, UADD, Gwalior</p>
12	<p>Envelope –A containing :</p> i. Registration number or proof of application for registration and organizational details per Annexure „H“ ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per Annexure-B Should reach in physical form	<p>At the office of the Chief Municipal Officer, Nagar Palika Parishad, Shivpuri On 28-05-2021 Between 10:30 am to 17:30pm</p>

Clause reference	Particulars	Data
14	Envelope-B Technical Proposal	Annexure - I and Annexure - I (Format I-1 to I-5)
15	Envelope-C Financial Bid	Annexure - J
	Materials to be issued by the department	
16	Period of Validity of Bid	180 Days
17	Earnest Money Deposit	Rs. 12645
	Forms of Earnest Money Deposit	i. FDR/e-FDR ii. Demand draft of scheduled commercial bank iii. Interest bearing securities of postoffice
	EMD valid for a period of	Not less than 180 days
	FDR (Fixed Deposit Receipt) must be drawn in favour of	Chief Municipal Officer, Nagar Palika Parishad, Shivpuri
21	Letter of Acceptance (LoA)	Annexure L
22	Amount of Performance Security	03% of the Tender amount
	Additional Performance Security, if any	As per Clause 22.2

	Performance security in the format	Annexure M
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	Performance security in favour of	Chief Municipal Officer, Nagar Palika Parishad, Shivpuri
	Performance security valid up to	Till issue of physical completion certificate

Annexure – A

(See clause 1. 7 of Section 1 NIT)

Key Dates

S. No	Works Department Stage	Bidder's Stage	Start		Expiry		Envelope
			Date	Time	Date	Time	
		Purchase of Tender-Online					
		Bid Submission- Online					
		Physical Submission					
	Mandatory submission Open (Envelope -A)						Envelope
	Technical proposal open (PQ Envelope-B)						Envelope
	Financial Bid Open (Envelope C)						Envelope

|| AFFIDAVIT ||
(to be Contained in Envelope-A)

(On Non Judicial Stamp of Rs. 100)

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

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

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

1. That the self certified information/ digitally signed documents given in the bid document are fully true and authentic.
2. That:
 - a. Information regarding financial qualification and annual turn-over, submitted online is correct.
 - b. Information regarding various Technical qualifications, submitted online is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief. In the event of any information is found to be incorrect/ untrue or found violated, then without giving a any prior notice, our bid shall be liable for rejection or termination of contract, without prejudice to any other rights of remedy including the forfeiture of the bid security/performance security

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

Signature with Seal of the Deponent (bidder)

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

- i. Experience of having successfully executed, completed and commissioned,
 - a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 7 financial years; or
 - b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 7 financial years; or
 - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of during the last 7 financial years;
 - d) For ascertaining the value of successfully executed works in support of experience of the Bidder in i(a), i(b) and i(c) under (A) Financial, the original cost of work can be adjusted as per increase in Wholesale price index (WPI) as given by Reserve Bank of India (RBI), from the date of work order of the subjected work till date. The certificate of the Chartered Accountant be produced for price adjustment.

Similar works means work related to water supply comprising of Providing, laying, jointing of water pipeline of any material or nature like rising, feeder or distribution.

- ii. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years.
- iii. The Bidder shall have positive net worth as per the audited Balance Sheets of last 5 years.
- iv. Bid-Capacity - **DELETED**

B. Physical

(i) Physical qualifications for the work in case of water supply related works shall be as below, **(Deleted)**

Minimum Physical Requirement		
S. No	Item of Work	Quantity
	I	III
		-
		-
		-

C. Successful Bidders shall employ „A“ Class Registered Electrical Contractor for electrical works.

- 1. Successfully executed would mean successfully completion and commissioning of the project.

SPECIAL ELIGIBILITY CRITERIA

-----NA-----

Specifications

Enclosed as Annexure E with the Tender Document

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 M/s Tata consultancy Services Corporate Block, 5th floor, DB city Bhopal-462011, email id: eproc_helpdesk@mpsdc.gov.in. Helpdesk phone numbers are available on website.

2. Digital Certificate:

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

Note:

- i. It may take 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 <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.mptenders.gov.in>.

4. KeyDates:

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 before submission end date.

(See clause 4 of Section 2-ITB)

JOINT VENTURE (J.V.)

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

1. Number of partners in a Joint Venture shall not exceed 3 (three). The partners shall comply with the following requirements:
 - a. One of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - b. The bid and, in case of successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - c. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. All the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of successful bid];
 - e. Bidders shall submit the joint venture agreement indicating precisely the role and responsibilities of all the members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project including operation and maintenance of the works. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
 - g. The joint venture agreement shall be registered at the time of agreement, so as to be legally valid and binding on all partners.
2. All the partners should meet out the minimum qualifying criteria required for the bid and collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of joint ventures shall be in the name of the partner Lead partner/joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid.
6. A copy of the Joint Venture agreement entered into by the partners made on Rs500/- Non-judicial stamp duly notarized shall be submitted with the bid. However at the time of agreement bidders shall get the joint venture agreement registered, so as to be legally valid and binding on all partners.
7. Furnish details of participation proposed in the joint venture as below:

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

7. The partners of J.V. should satisfy the qualification criteria as below,
 - a. The Lead Partner must have the share of 51% in the J.V.
 - b. The other partner(s) must have a share of minimum 25% in the J.V.
 - c. The lead partner and the other partners must also meet 51% and 26% of the all qualification criteria respectively except for the requirement of work experience described in Annexure 'C'. However both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose the qualification of individual partners shall be added (for annual average turnover, Net-worth and for Bid Capacity Only).
8. For meeting the minimum qualification criteria of experience of similar nature work,
 - i. Out of 3 similar works of value more than 20% of PAC, at least 2 works must be done by lead partner and one work to be done by other partner,
Or
 - ii. Out of 2 similar works of value more than 30% of PAC, at least 1 (one) work must be done by lead partner and 1 (one) work to be done by other partner,
Or
 - iii. In case of one similar work of value more than 50% of PAC the lead partner must have executed one work of value more than 25.50% of PAC (51% of 50%). However the other partner must satisfy the criteria in (i) above i.e., at least one work of 20% of PAC, together the value of works executed by both the partners shall be more than 50% of PAC.

(See clause 12 of Section 2 ITB& clause 4 ofGCC)

ORGANIZATIONAL DETAILS
(To be enclosed with technical proposal)

S. No.	Particulars	Details
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 communication	
	Details of Authorized Representative	
10	Name	
11	Designation	
12	Postal Address	
13	Telephone Number with STD Code	
14	Fax Number with STD Code	
15	Mobile Number	
16	E-mail Address	

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

Signature of Bidder with Seal
Date: _____

Envelope – B, Technical Proposal

(See clause 14 of Section 2 of ITB)

Technical Proposal shall comprise the following documents:

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

Note:

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

(See clause 14 of Section 2 of ITB

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement

The bidder should have completed either of the below:

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 7 financial years; or
- b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 7 financial years; or
- c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 7 financial years;

To be filled in by the contractor:

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

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

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

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

B. Physical Requirement:

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

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

Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in anyone year during the last 7 financial years.

2. Similar works: As described and detailed in Clause 'A' of Annexure 'C'

(See clause 14 of Section 2 of ITB)

List of Key Equipment's/ Machines for Quality Control Labs

The pipes to be procured under this contract shall be as per relevant IS codes of practice and inspected by 3rd party. The certificate in this regard shall be furnished by the Contractor.

For monitoring the quality of treated water the Laboratory as per Appendix 15.7 and 15.8 of Manual on Water supply and Treatment (CPHEEO) with upto date amendments if any.

Apart from above for the various civil works following **Equipment's/ Machines shall be required for quality control.**

Minimum requirement			Available with the Bidder	
S. No.	Name of Equipment/ Machine	Quantity	Name of Equipment/ Machinery	Quantity
	Digging tools like pick axe, shovel, etc.	One set		
	IS Sieves Nos. with lid and pan (90 mm, 80 mm, 63 mm, 53 mm, 45 mm, 37.5 mm, 26.5 mm, 19 mm, 13.2 mm, 11.2 mm, 9.5 mm, 4.75 mm, 2.8 mm, 5.6 mm, 3.35 mm, 2.36 mm, 600 Micron, 425 Micron, 300 Micron, 150 Micron, 180 Micron, 90 Micron and 75	ONE SET		
	Sand Pouring Cylinder with tray complete for field Density test	One set		
	Speedy moisture meter complete with chemicals	One set		
	Straight Edges 3.00 metre wide	Two sets		
	Liquid Limit and plastic limit testing apparatus complete with water bottle and glass wares	One set		
	Electronic/digital balance 5 kg	One set		
	Pan balance with weight box, 5 kg.	One set		
	Slump cone	Two nos		
	Concrete cube moulds (150 mm X 150mm)	Twelve no.		
	Free swelling index test Apparatus	Six nos		
	Flakiness and elongation testing gauges	Two nos		
	Water absorption test apparatus	One set		
	Specific gravity test apparatus	One set		
	B.S. compaction apparatus	One set		
	Proving rings	One each		
	Glass ware	One set		
	Auto level and staff	Three nos.		
	Rapid moisture meter	One set		
2	Post Hole Auger with extensions	One set		
	Measuring tape,	One set		

	spatula, glassware, porcelain dish, pestle mortar			
	Standard Proctor Density Test Apparatus with rammer	One set		
	Electronic/digital balance 1 kg with the least count of 0.01 gm	One set		
	Camber Board	Two nos.		
	Core Cutter (10 cm dia) 10cm/15cm height complete with dolly and Hummer.	One set		
	CBR Testing machine	One nos.		
	Oven (ambient to 200°C)	One nos.		
	Digital Thermometers	Three nos.		
	Aggregate Soundness test apparatus	One nos.		
	Concrete cube testing machine	One nos.		
	First aid box	One nos.		
	Sampling Pipette	One nos.		
	Balance	One nos.		
	Dial Gauges	Six Nos.		
	Thickness gauge	One nos.		
	Water still (4 ft.)	One nos.		
	A.I.V. testing equipment	One nos.		

The above list of essential equipment for quality control is for guidance and is not complete.

Other apparatus and equipment as desired/required by the Engineer-in-Charge shall be procured by the Contractor

(See clause 14 of Section 2 of ITB)

LIST OF EQUIPMENTS / MACHINES FOR CONSTRUCTION WORK

Minimum requirement			Available with the Bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity

FINANCIAL BID

(TO BE CONTAINED IN ENVELOPE C)

GOVERNMENT OF MADHYA PRADESH DEPARTMENT

NAME

Name of work

Amount of Contact Rs

Amount of E.M. Rs

Cost of Tender Form Rs.....Vide M.R.No. & Date

Time allowed for Completion.....Months including/Excluding rainy season

Division/Sub-Division

I/We hereby bid for the execution of the above work specified in the underwritten memorandum within the time specified in such memorandum at (in figures).....(in words) percent below/above or at par on UADD SOR w.e.f. 10th May 29012 (based on the Bill of Quantities and item wise rates given) in all respects and in accordance with the specifications, scope of work, and instructions in writing in all respect 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 regards to accessibilities of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plants 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 or his successors in office the sum of money mentioned in the said conditions.

Notes:

- 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 decline 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 the 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 the Bidder

Name of Bidder

Dated.....day of.....20

The above bid is hereby accepted by me on behalf of the Governor of Madhya Pradesh dated theday of.....20

.....

Signature of the Officer by whom accepted

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and Direction for the Guidance of Contractor

1. Tender is being invited for the works proposed in contract, the amount of work proposed in contract is Rs. 489.20 Lacs.

The details of the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills is given in Tender. It also states if any, refund of quarry fees, royalties, and ground rents is to be granted. The specifications, scope and drawings along with schedule of items and rates of the various descriptions of work, and all other documents required in connection with the work are open for inspection by the contractor at the office of the authority selling the tender forms during office hours.

Further that the schedule of item along with the rates payable is being attached with the tender documents and in the event of variation in rates given in such list with the schedule of Rates given in **UADD SOR w.e.f. 02/08/2012**, the rates given in the S.O.R. shall prevail.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof. In the event of the absence of any partner, it must be signed on its behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Any person, who submits a tender, shall fill up above or below the C.S.R. specified in tender, he is willing to undertake the work. Only one rate of percentage above or below the C.S.R. on all the schedule items shall be named. Tenders, which propose any alteration in the work, specified in the said N.I.T. or in the time allowed for carrying out the work or tender containing any other conditions of any sort will be liable to rejection.
4. The authority receiving the tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time. And will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all the tenderer except those whose tenders are rejected, and the earnest money is refunded on the day the tenders are opened.
5. The Officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgment of payment to the Authority, authority shall not be responsible for acknowledgment of payment for selling the tender to the contractor, and Contractor shall only be responsible for procurement of receipt signed by the authority or any other person duly authorized by him.
7. The memorandum of work tendered for, and the schedule of materials to be supplied by the Department and their issue rates be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having been so filled incomplete, the same shall request the office to have this done before he completes and delivers the tender.

MATERIALS TO BE ISSUED BY THE DEPARTMENT

S. No	Name of material	Rate (Issue rate)	Unit	Remarks

LETTER OF ACCEPTANCE (LOA)

No. _____

Dated:

To,

M/s. _____
(Name and address of the contractor)Subject: _____
(Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the (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:

b. 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.

c. 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,

**Chief Municipal Officer
Nagar Palika Parishad Shivpuri**

PERFORMANCE SECURITY/ADDITIONAL 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] (hereinafter 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 limit 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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6	Personnel		27 Termination by Engineer in charge
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14	Extension of Time	35	Completion of Certificate 36
15	Compensation for Delay		Final Account
16	Contractor's quoted percentage		F. Other Conditions of Contract
	C. Quality Control	37	Currencies
	17 Tests	38	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labour Regulations
	D. Cost Control	40	Audit and Technical Examination
	Variations - Change in original	41	Death and Permanent Invalidity of Contractor
19	Specifications, Designs, Drawings etc.	42	Jurisdiction
20	Extra Items	43	Monthly RA Bills

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 carries 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 particular item mentioned in the bid document shall not imply completion of work or 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 Nagar Palika Parishad, Shivpuri as the case maybe.
- **Drawings:** means drawings including calculations and other information provided or approved the Engineer-in-Charge by
- **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.
- **Schedule of Rates :** means, Schedule of Rates (SOR) of Urban Administration and Development Department, Government of Madhya Pradesh w.e.f. 02nd Aug 2012 with up to date amendments
- **Superintending engineer:** means superintending engineer of the concerned division of the mp urban administration & development department as the case maybe.
- **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 scope/nature/quantities/specifications of work, instructed and approved by the competent authority 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**

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;

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

5. **Subcontracting**

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

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

6. Personnel

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.

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

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 radioactivity, and
 - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,

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. 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.

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

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.

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 the department has approved designs/drawings or other documents.

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

The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data

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.

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

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.

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.

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

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.

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.

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

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.

The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment's being placed in field laboratory and the location of field laboratory along with the Programme

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.

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.

The Engineer's approval of the Programme shall not alter the Contractor's obligations

14. Extension of Time

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.

The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under **clause -7** or **clause- 15** of this agreement.

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

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

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.

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.

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

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 payable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.

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.

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 offer : NA

~~The contractor's quoted percentage offer 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

The Contractor shall be responsible for:

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

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

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

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

The defect liability period of work in the contract shall be the Contract Data

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.

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.

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.

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 due to alterations, omissions or additions to or substitutions, 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.

If at any time after the commencement of the work, the Government, for any reason whatsoever, no 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.

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.

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:

- () Appropriating, in part or whole of the Performance Security and additional Performance Security, any; and/or Security deposit and/or any sums payable under the contract to the contractor..
- () If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract 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

The rates (in case of percentage rate bids)/lump-sum offer (in case of lump-sum bids) quoted by the Contractor shall be deemed to be inclusive of the duties, royalties, levies and taxes except Goods and Service Tax (GST). The amount of applicable GST will be paid separately to the contractor with each bill at the time of payment. But the rates shall be excluding excise duty exemption on pipes as per Norms

The liability, if any, on account of quarry fees, duties, taxes (except GST) royalties and levies in respect of materials actually consumed or services rendered on public work, shall be borne by the Contractor.

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

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.

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 upto 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

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.

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.

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.

Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. Payment upon Termination

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.

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.

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

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.

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.

The Security deposit shall be refunded on completion of defect liability period.

31. Price Adjustment

32. Mobilization and Construction Machinery Advance

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

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

The rate of interest chargeable shall be as per Contract data.

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

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

33. Secured Advance (deleted)

34. Payment Certificates

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

- (a) The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed as per the Billing Break-up in section 6.
- (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 Billing Breakup given in Section 6.
- (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

A completion certificate in the prescribed format in Contract data shall be issued by the Engineer in charge after physical completion of the work.

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

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 letter for start of Defects Liability period/O&M period 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.

In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 35.2 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

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.

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 any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not to, have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the contractor was

paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by government to the Contractor.

41. Death or permanent invalidity of contractor

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

42. Jurisdiction

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

43. Monthly RA Bills

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

Upon the signing of agreement the Engineer shall decide the date of submission of monthly statement (RA Bills) as mentioned in clause 34 (a)

The Engineer shall check the Contractor's monthly statement (RA Bills) & certify the amount to be paid to the contractor within 7 days of submission of monthly statement (RA Bills).

The employer shall ensure the payment to the Contractor as per clause 34 (d), (e), (f) & (g) within 10 days of submission of monthly statement (RA Bills).

[End of GCC]

Contract Data

Clause reference	Particulars	Data
1.1	Employer	Nagar Palika Parishad, Shivpuri
1.1	Engineer	Engineer as notified by the employer
1.1	Engineer in charge	Executive Engineer Bhopal, (Gwalior Division office of UADD)
1.2	Stipulated period of completion	12 months incl. rainy season
	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.	Chief Municipal officer, Nagar Palika Parishad, Shivpuri distt. Shivpuri Ph: mail: cmoshivpuri@mpurban.gov.in
	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. 30,000/- per month per person for Degree Holder Rs. 18,000/- per month per person for Diploma Holder
10	Specifications	ANNEXURE E
	Drawings	-----
12	Component authority for deciding dispute under Dispute resolution system	Superintending Engineer of UADD in charge of Concerned Division
	Appellate Authority for deciding dispute under Dispute resolution system	Engineer -In-Chief /Chief Engineer UADD
13	Period of submission of updated construction program	15 days upon signing the agreement
	Amount to be withheld or not submitting construction program in the prescribed period	0.20% of the Contract Amount
	Competent Authority for granting Time Extension	Appropriate authority within the Urban Local Body after scrutiny and recommendation by Chief Engineer/Engineer-in-Chief UADD
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 equipment's for lab	As per Annexure Q
	Time to establish lab	2 months of signing the agreement
	Penalty for not establishing field Laboratory	0.20% of the Contract amount till the establishment of Lab
	Defect Liability Period	24 Months after physical completion of work
2	Competent authority for determining the rate	Engineer-In-Chief
2	Any other conditions for breach of contract	_____

Clause reference	Particulars	Data
2	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.
2	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	At the rate of 7%
	Maximum limit of deduction of security deposit	Up to 7% of Final contract amount.
3	Price adjustment formula and procedure to calculate	As per Annexure R (NOT APPLICABLE)
31.1(1)	Price adjustment shall be applicable	(NOT APPLICABLE)
32	32.1 Mobilization and Construction Machinery Advance applicable	No
	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 10% of contract amount 2. Construction Machinery advance not more than —% of contract amount
	32.5 If yes, Recovery of Advance payment	Recovery of Mobilization and/or Construction Machinery advance shall commence when 10% of the contract amount is executed and recovery of total advance shall be done on pro-rata basis and shall be completed by the time work equivalent to 80% of the contract amount is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrued from the day of payment of advance and the recovery of interest shall commence when 10% of the contract amount is executed and shall be completed by the time work equivalent to 80% of the contract amount is executed.
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	<p>a) The materials are in accordance with the specification of works,</p> <p>b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the engineer. The contractor shall store the bulk material in measurable stacks,</p> <p>c) The Contractor's records of the requirements, ordered, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;</p> <p>d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the engineer.</p>
	33.4 If yes, recovery of secured advance	The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid] have been incorporated into the works.
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
	Competent Authority	Chief Engineer/Engineer-in-Chief, UADD
	Salient features of some of the major labour laws that are applicable	As per Annexure - W
	Competent Authority	Appropriate authority within the Urban Local Body

DRAWINGS
Attached with the tender Document

DETAILS OF MILESTONES

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

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

- $1/8^{\text{th}}$ of the whole work before $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed,
- $3/8^{\text{th}}$ of the work before $1/2$ of such time has elapsed
- $3/4^{\text{th}}$ of the work before $3/4$ of such time has elapsed.

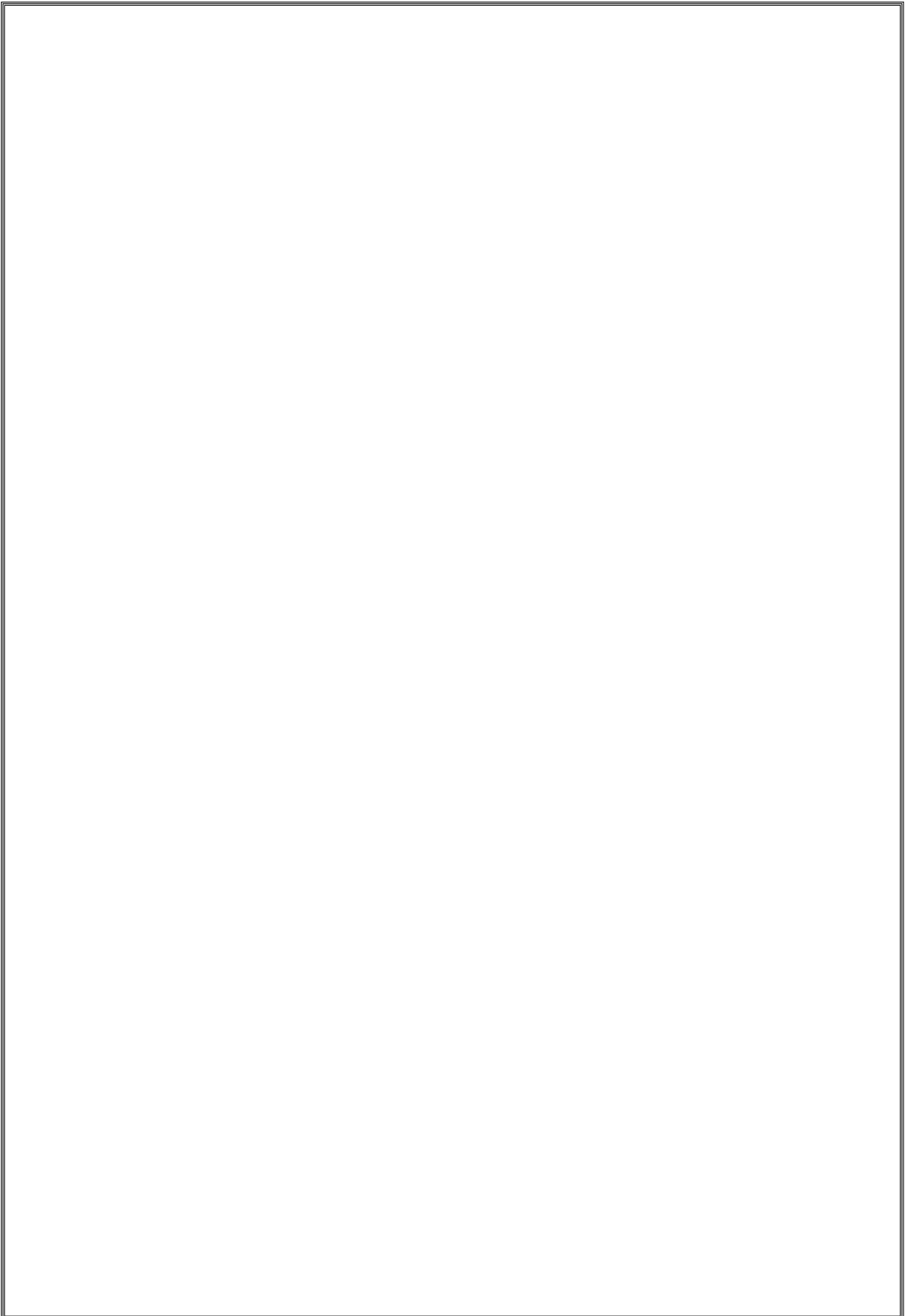
COMPENSATION FOR DELAY

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

- i. Slippage up to 25% in financial target during the milestone under consideration - 2.5% of the work remained unexecuted in the related timespan.
- 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 timespan.
- 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 timespan.
- iv. Slippage exceeding 75% in financial target during the milestone under consideration - 10% of the work remained unexecuted in the related timespan.

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 appropriate authority within the Urban Local Body after scrutiny and recommendation by Chief Engineer/Engineer-in-Chief UADD shall be final and binding upon both the parties.



LIST OF EQUIPMENT FOR QUALITY CONTROL LAB

NA

PRICE ADJUSTMENT

The formulas for adjustment of price are as follow:

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

Weightages* of component in the work

S.No.	Component	Percentage of component in the work
1	Cement – P _c	
2	Steel – P _s	
3	Bitumen – P _b	
4	POL – P _f	

- Weightages of various components of the work shall be as determined by the competent technical sanction authority.

Adjustment for cement component

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

$$V_c = \dots 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

V_c = Increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

C₀ = The all India Wholesale price index for Grey cement on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

C₁ = The all India average wholesale price index for Grey cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

P_c = Percentage of cement component of the work

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

Adjustment of Steel component

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

$$V_s = 0.85 \times P_s \times / 100 \times R \times (S_1 - S_0) / S_0$$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S₀ = The all India wholesale price index for steel (**Bars and Rods**) on the date of opening of bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

S₁ = The all India wholesale price index for steel (**Bars and Rods**) for the month under consideration as published by the Ministry of Industrial Development, New Delhi. (www.eaindustry.nic.in)

P_s = Percentage of steel component of the work.

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

Adjustment of bitumen component

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

$$V_b = \frac{0.85 \times P_b}{100 \times R} \times (B_1 - B_0) / B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration

~~in rates for bitumen.~~

B_0 = The official retail price of bitumen at the IOC depot at nearest center on the

~~opening of Bids.~~

B_1 = The official retail price of bitumen of IOC depot at nearest center for the 15th day under consideration.

P_b = Percentage of bitumen component of the work.

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

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

$$V_f = \frac{0.85 \times P_f}{100 \times R} \times (F_1 - F_0) / F_0$$

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

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

F_1 = The official retail price of HSD at the existing consumer pumps of IOC at the nearest center for the 15th day of month of the under consideration.

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

represent fuel

BANK GUARANTEE FORM' FOR MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE

To,

_____ [name of Employer]
_____ [address of Employer]
_____ [name of Contractor]

In accordance with the provisions of the General Conditions of Contract, clause 31 ("Mobilization and Construction Machinery Advance") of the above-mentioned Contract _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____

_____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee* [in words]]. We, the _____ [bank of financial institution] as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding [amount of guarantee]* [in words].

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

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

Yours truly,

Signature and Seal:

Name of Bank/Financial Institution:

Address :-'

Date :

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

Bank Guarantee Form for Secured Advance**INDENTURE FOR SECURED ADVANCES**

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

Whereas by an agreement dated -----(herein called the said agreement) the contractor has agreed.

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

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

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

That the said sum of Rupees -----so advanced by the Employer to

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

- (1) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance_ on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (2) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (3) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (4) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that

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

Physical Completion Certificate

Name of Work:

Agreement No. _____ Date Amount
of Contract Rs _____
Name of Agency _____
Used MB No.: _____
_____ Las

t 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

(See clause 39 of Section 3 -GCC)

- (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.
- 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 prescribed minimum number (say, 10) or more employees.
- (b) 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:
- (c)
- 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 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 promotion 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 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 workers and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of

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

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

CONSTRUCTION SAFETY

- 1) IS: 3696(Part-1, 2) Safety code for scaffolds and ladder
 - 2) IS: 3764 Safety code for excavation work
 - 3) IS: 7205 Safety code for erecting of structural steel work
 - 4) SP: 70-2001 Handbook on Construction Safety Practices
1. On all excavation work, safety precautions for the protection of life and property are essential: While measures to avoid inconveniences to the public are desirable. Such measures and precautions include the erection and maintenance signs (to forewarn public), barricades, bridges, and detours: placing and maintenance of lights both for illumination and also as danger signals, provision of watchmen to exclude unauthorised persons particularly children, from trespassing on the work: and such other precautions as local conditions may dictate.
 2. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)
 3. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
 4. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
 5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
 6. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
 7. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
 - (b) Safety Measures for digging bore holes:-
 - (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work.
 - (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;

- (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v). After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi). After the bore well is drilled the entire site should be brought to the ground level.
8. Demolition - before any demolition work is commenced and also during the progress of the work, (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
9. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:--
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
- (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
- (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned. (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non sparking shoes, bump helmets and gloves, non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

- (n) ~~Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.~~
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:
- (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
- (c) Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
10. An additional clause (viii)(i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
- (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- (v) Overall shall be worn by working painters during the whole of working period.
- (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
- (viii) The employer may require, when necessary medical examination of workers. (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
11. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
12. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
13. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be

~~taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.~~

14. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Engineer-in-Charge or their representatives.
16. Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Section 3

Conditions of Contract

Part-II Special Conditions of Contract [SCC]

1. GENERAL:

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

It shall be the responsibility of the BIDDER to coordinate with traffic authority, Railways, MPRDC, M.P. Electricity Board, Telephone authority, various authorities including Public Health Engineering, Water resource Department, Forest 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. Nagar Palika Parishad, Shivpuri 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.

Accuracy of Lines, Levels and Grades

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.

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 Coordinates 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.

Measures for Prevention of Fire

The Contractor shall not set fire to any standing Jungle, trees, brush wood or grass without a written permission from the Engineer.

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.

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.

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 construction 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 tests 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 provide 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.

Design and Drawings

- (1) Bidder shall carry out 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 CMO and the observations made by the examining institute shall be duly incorporated by Contractor without any claims whatsoever 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 Operation and Maintenance (Deleted)

~~Contractor shall operate and maintain the water supply project of Nagar Palika Parishad, Shivpur for 5 years after successful completion of works, for which Contractor shall be paid separately. The details of the operation and maintenance along with the payment are given on annexure Y and Z.~~

16.0 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.

Planned reconstruction of roads damaged by project elements, laying of Pipeline

For the pipelines which are to be laid under the existing roads / lanes/Bye-lanes, the dismantling of existing roads/lanes/bye-lanes shall be made in such a way that after laying of pipes or other such structures that are required to be constructed / placed under the road, the road /lanes/bye-lanes shall be restored to the original position. This mean that if prior to proposed construction, the road was Black topped with specific composition of the pavement than after construction, the road shall be constructed by the contractor with the same composition and specifications. This will also apply for concrete road or any other surface of roads.

The laying of pipes or other structures under the road is likely to involve public inconvenience such as interruption to traffic or interference in normal right of way. The Contractor shall ensure that because of the execution of work minimum possible public inconvenience is caused. For ensuring this, pipeline laying and road reconstruction work shall be carried out and completed in lengths specified by Employer (not more than 250 mtr. in one defined stretch of road).The further excavation, dismantling of road and laying of pipes in the same stretch of road shall not be started unless the earlier work of laying has been completed with full reconstruction of roads. The scheduling of work shall be got approved by the Engineer In Charge.

**CHIEF MUNICIPAL OFFICER
NAGAR PALIKA PARISHAD SHIVPURI**

Section 4
Bill of Quantities

Note:

1.0 Under this agreement, it is clarified that the payment for the work of any executed quantity shall only be made on the item rates given against each item of the work, after these given rates are adjusted by percentage of accepted Tender. Accordingly the total accepted tender cost shall be adjusted as per actual work done under these items.

Thus, any increase or decrease in the work described above (pipe line, road reconstruction and house connection work) shall be paid or deducted from the total agreement cost of the work on the basis of the unit rates of actual quantities of these items executed.

2.0 The final rates of above items shall be the rates plus or minus the overall percentage of the approved tender. If the accepted tender percentage is "x" then all the above mentioned rates shall be adjusted by a factor of "x" / () and the payments shall be done on the basis of such adjusted rates.

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As per clause 51 of GC if any order for change of scope is issued the contractor shall be liable to execute quantities more than the above quantities, if required as per site conditions and payment for such excess work shall also be made on the adjusted rates mentioned in point no. 2 above. Such excess quantities shall however remain within the 10% of the agreement cost of the total work.

Bidder shall be responsible for reconstruction of road excavated because of excavation of pipe trenches till one rainy season. In case of any repair to be made because of bad quality of construction the same shall be made good without any extra cost.

~~The scope of work includes crossing of Railway/Highway as may be required for laying of pipeline. No extra payments shall be made to the contractor for the work for doing the same.~~

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Section-6

ANNEXURE: X

**BILLINGBREAK-UP
(Deleted)**

The payment to the Contractor shall be made as per actual quantity of work done and rates provided in Section –4, Bill of quantities

Operation and Maintenance (DELETED)

Operation and Maintenance Estimate (DELETED)

