

GOVERNMENT OF MADHYA PRDESH

UJJAIN DEVELOPMENT AUTHORITY

APPENDIX 2.10

TENDER DOCUMENT

For Percentage Rate only in works departments and other
Departments similar to work departments

OFFICE OF THE	Ujjain development authority
N.I.T.No.and Date	UDA/ET/66/26 DATE 08/05/2026
Agreement Number and Date
Name of Work	COMPREHENSIVE DEVELOPMENT OF ANGARESHWAR MAHADEV TEMPLE, UJJAIN
Name of Contractor
Probable Amount of Contract (Rs. In Figure) (Rs. In Words)	RS. – ₹ 66,14,81,838.00/- Sixty-Six Crore Fourteen Lakh Eighty One Thousand Eight hundred thirty Eight Only
Contract Amount (Rs. In Figure) (Rs. In Words)	Rs Lakh Rs Only
Stipulated Period of Completion	12 months including rainy season

TENDER DOCUMENT

Table of Contents

Section No.	Particulars	Page
Section 1	NIT	3-5
Section 2	Instruction to Bidder (ITB)	6-12
	Annexure A to M-1	16-39
Section 3	Table of Clauses	40
	Part – I General Condition of Contract (GCC)	40-58
	Contract Data	59-63
	Annexure N to W	64-79
	Part – II Special Condition of Contract (SCC)	80
Section 4	Bill of Quantity (BOQ)	81
Section 5	Agreement Form	82

SECTION – 1

Notice Inviting Tender

GOVERNMENT OF MADHYA PRDESH

UJJAIN DEVELOPMENT AUTHORITY

NIT. No **UDA/ET/66/26**

Dated 08/05/2026

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

S. No.	Name of Work	District	Probable Amount of Contract (Rs. in lakh)	Period of Completion
1	COMPREHENSIVE DEVELOPMENT OF ANGARESHWAR MAHADEV TEMPLE, UJJAIN	UJJAIN	6614.82	12 MONTH I/C RAINY SEASON

1. Interested bidders can view the detailed NIT on the website <https://mptenders.gov.in>
2. The Bid Document can be purchased only online from 09.05.2026 ,17:30 PM to **01.06.2026, 17.30 PM**
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Executive Engineer
Ujjain Development Authority ujjain

Notice Inviting Tender
GOVERNMENT OF MADHYA PRDESH
UJJAIN DEVELOPMENT AUTHORITY

FIRSTCALL

NIT.No/ UDA/ET/26/4374

Dated 08 /05/2026

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

S. No.	Name of Work	District (s)	Probable Amount of Contract (Rs. in lakh)	Earnest Money Deposit (EMD) (In Rs.)	Cost of Bid Document	Category of Contractor	Period of Completion
1	2		3	4	5	6	7
1	COMPREHENSIVE DEVELOPMENT OF ANGARESHWAR MAHADEV TEMPLE, UJJAIN	Ujjain	6614.82	Rs. ₹ 33,07,410 /-	Rs. - 59000/-	Centralised MP PWD Registration	12 months including rainy season

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website <https://mptenders.gov.in>
2. Bid Document can be purchased after making online payment of portal fees.
3. a) 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.b) At the time of submission of the Bid the eligible bidder shall be required to submit
 - i) scanned copy of proof of cost of Bid Document;
 - ii) scanned copy of proof of EMD
 - iii) Pan Card
 - iv) Valid registration copy of GST,EPFO,and valid registration ISSUED BY Government of Madhya Pradesh PWD.
 - v) An affidavit duly notarized as per annexure -B
 - vi) organisation details as per annexure -H

Details can be seen in the Bid Data Sheet. **The above Details are to be Submitted online only**

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 mppwd.

- (b) The bidder would be required to have valid registration at the time of signing of the Contract.
- (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
 6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
 7. **Pre-Bid meeting** – A pre bid meeting will be held **12:30 pm on 15/05/2026—in** the office of Ujjain development authority Ujjain
 8. **The Bid Document can be purchased only online from 09.05.2026 ,17:30 AM to 01.06.2026, 17.30 PM**
 9. **Amendments to NIT, if any, would be published on website only, and not in newspaper.**

Executive Engineer
UDA Ujjain

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed description of work, hereinafter referred as „work“, is given in **the Bid Data Sheet**.

2. General Quality of Work:

The work shall have to be executed in accordance with the technical specifications specified in the **Bid Data Sheet/Contract Data** and shall have to meet high standards of workmanship, safety and security of workmen and works.

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

The procedure for participation in e-tendering is given in the **Bid Data Sheet**.

4. ONE BID PER BIDDER

4.1 The bidder can be an individual entity or a joint venture. The requirement of joint venture is given in the Bid Data Sheet.

4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

5. Cost of Bidding

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

6. Site Visit and examination of works

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

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.

2. Instructions to Bidders, bid data sheet with all Annexure
 3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data with all Annexure sand
 - ii. Part II Special Conditions of Contract.
 4. Specifications
 5. Drawings.
 6. Priced Bill of Quantities
 7. Technical and Financial Bid
 8. Letter of Acceptance
 9. Agreement and
 10. Any other Document(s), as specified.
- 8.** The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.
- 9. Pre-Bid Meeting (where applicable)**
- Wherever the **Bid Data Sheet** provides for pre-bid meeting:
- 9.1 Details of venue, date and time would be mentioned in the **Bid Data Sheet**. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
 - 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
 - 9.3 Minutes of the pre-bid meeting including the list of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
 - 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.
- 10. Amendment of Bid Documents**
- 10.1** Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
 - 10.2** All amendments shall form part of the Bid Document.
 - 10.3** The Employer may, at its discretion, extend the last date for submission of bids. By publication of the same on the website.

C. PREPARATION OF BID

11. The bidders have to submit their bids online as per guidelines given in the portal.

12. DOCUMENTS COMPRISING THE BID

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

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

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

The above Details are to be Submitted online only

Part 2 – This shall be known as online **Envelope B** and is required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the **Bid Data Sheet**. Online **Envelop 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 online **Envelope C** and would apply to all bids. **Envelop C** shall contain financial offer in the **format** prescribed format enclosed with the **Bid Data Sheet**.

13. LANGUAGE

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

14. TECHNICAL PROPOSAL

14.1 Only, in case of bids with pre-qualification conditions defined in the **Bid Data Sheet**, the Technical Proposal shall comprise of formats and requirements given in the **Bid Data Sheet**.

14.2 All the document/information enclosed with the technical proposal should be self-attested and certified by 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 bid sanctioning authority may at his discretion forfeit his performance

security/guarantee security deposit, enlistment deposit and take any other suitable action.

15. FINANCIAL BID

- i. The bidder shall have to quote rates in format referred in bid data sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contact given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.
- 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.

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the **Bid Data Sheet**.
- 17.2 The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the **Bid Data Sheet**. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However other form(s) of EMD may be allowed by the employer by mentioning it in the bid data sheet.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned after the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

SUBMISSION OF BID

- 18.** The bidder is required to submit online bid duly signed digitally,

D. OPENING AND EVALUATION OF BID

19. PROCEDURE

- 19.1 Envelope „A“ shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop „A“ does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 19.2 Wherever Envelop „B“ (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop „B“. Envelop „C“ (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop „B“) shall not be opened.
- 19.3 Envelope „C“ (Financial Bid) of bids shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop „C“.
- 19.4 After opening Envelop „C“ all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. Confidentiality

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

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.

22. Performance Security

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

22.2 Additional performance security, if applicable, is mentioned in the **Bid Data Sheet** and shall be in the form and for the duration, etc. similar to performance security.

23. Signing of Contract Agreement

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

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

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

24. CORRUPT PRACTICES

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

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

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

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

[End of ITB]

Bid Data Sheet

GENERAL		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	Ujjain development authority ujjain
2	NIT No.	UDA/ET/66/26
3	Date of NIT	DATE 08/05/2026
4	Bid document download available from date & time	09.05.2026 ,17:30 PM to 01.06.2026,17.30 PM
5	Website link	http:// www.mptenders.gov.in
SECTION 1 - NIT		
NIT CLAUSE	PARTICULARS	DATA
2	Portal Fees (also known as processing fee)	As notified in E-tendering website
3	Cost of Bid Document	Rs. 59000/-
	Cost of Bid Document Payable At	Online on portal using options available on portal
	Cost of Bid Document In favor Of	Executive Engineer UDA, Ujjain
4	Affidavit Format	As per 'Annexure- B'
5	Pre-qualifications required	Yes
	If Yes, details	As per' Annexure- C'
6	Special Eligibility	NO
	If Yes, details	As per 'Annexure -D'
7	Key dates	As per 'Annexure -A'

Bid Data Sheet

SECTION 2 - ITB		
ITB CLAUSE	PARTICULARS	DATA
1	Name of the Work"	COMPREHENSIVE DEVELOPMENT OF ANGARESHWAR MAHADEV TEMPLE, UJJAIN
2	Specifications & SOR	As per 'Annexure – E' in addition to as below: (a) In case of Roads and Bridge works: 'SPECIFICATION FOR ROAD AND BRIDGE WORK (fifth Revision) By MORTH (b) Stipulation of SOR for Road & Bridge w.e.f. 11- 04-2025 and its amendments Issued upto date of N.I.T. (c) Stipulation of SOR for Electrical works (w.e.f.01-01-2024 and its amendments Issued up to date of N.I.T. (d) Stipulation of SOR for Building work w.e.f. 01.01.2024 and its amendments Issued up to date of N.I.T (e) UADD S.O.R. vol. 1,2,3- and its amendments Issued up to date of N.I.T (f) DoAAM (Directorate of Archaeology, Archives and Museums)- MP SOR 2017 for Conservation and restoration of archaeological monuments;
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed.	YES
	If yes, requirement for Joint Venture	<i>As per 'Annexure – G'</i>
12	Envelope-A containing : i. Organizational details as per 'Annexure H' ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per 'Annexure- B'	To be submitted Online only along with Tender Form.

14	Envelope-B Technical Proposal	As per 'Annexure - I' and Annexure - I (Format I-1 to I-5) Note: The technical evaluation will be done only on the basis of financial & physical experience details submitted in formats (I-1) &(I-2) requiring Annual Turn Over & Bid Capacity. Requirement as regard to Key technical personnel, key Lab equipments & construction requirement as per Formats I-3, I-4 & I-5 respectively shall not be part of technical evaluation. However the non compliance on these requirements during the currency of the contract may attract penalties.
15	Envelope-C Financial Bid	As per 'Annexure - J'
	Materials to be issued by the department	As per 'Annexure - K'
16	Period of Validity of Bid	120 Days

Bid Data Sheet

ITB CLAUSE	PARTICULARS	DATA
17	Earnest Money Deposit	Rs. ₹ 33,07,410 /-
	Forms of Earnest Money Deposit	e-EMD (RTGS/NEFT)
	EMD valid for a period of	Six months or more
	FDR must be drawn in favour of	Executive Engineer UDA Ujjain.
21	Letter of Acceptance (LOA)	As per 'Annexure -L' (A formal work order on request of contractor may be issued.)
22	Amount of Performance Security	5% of Contract Amount for Road and Bridge works; 5% of the Contract Amount for building works.
	Additional Performance Security, if any	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and 10% percent (below/minus), considering bid rates less than ten percent below PAC, to be unworkable and shall require additional performance security (guarantee). valid up to – Till stipulated time of completion plus three months (Amended vide Govt. memo No. F 53/2/2011/Yo/19/524 Bhopal dt. 14-02-2025)
	Performance Security in the format	As per 'Annexure- M-1'
	Performance Security in favor of	Executive Engineer, uda Ujjain
	Performance Security valid up to	As provided in the Contract Data (Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)

KEY DATES-As provided in the portal (<https://mptenders.gov.in>)

KEY DATES			
S.No.	Particulars	Date	Time
1.	Publishing Date	09.05.2026	17:30 PM
2.	Document Download/Sale Start Date	09.05.2026	17:30 PM
3.	Seak Clarification Start Date	-	-
4.	Seak Clarification End Date	-	-
5.	Pre-Bid Meeting Date	15.05.2026	12.30 PM
6.	Bid Submission Start Date	16.05.2026	12:30 P M
7.	Bid Submission Closing Date	01.06.2026	17:30 PM
8.	Bid Opening Date	03.06.2026	11:30 AM

EMD and all Documents submission online only.

Executive engineer

UJJAIN DEVELOPMENT AUTHORITY Ujjain

|| AFFIDAVIT ||

(On Non Judicial Stamp of Rs. 200/-)

I/We _____ who is/ are _____
(status in the firm/ company) and competent for submission of the affidavit on behalf of M/S _____
_____ (contractor) do solemnly affirm on 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 Executive Engineer, UDA

Ujjain.

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

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

OR

Following close relatives are working in the department:

4. We undertake that we never got black listed in any department

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/We, _____ above deponent do hereby certify that the facts mentioned in above
paras 1 to 3 are correct to the best of my knowledge and belief.

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

Signature with Seal of the Deponent (bidder)

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

- i. experience of having successfully executed:
 - a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last **5 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 **5 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 **5 financial** years;
- 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. Bid Capacity – Bidder shall be allotted work up to his available bid capacity which shall be worked out as given in format I-2 of Annexure-I

Note:-

1. SIMILAR WORK means work related to building construction work

B. Physical

Physical qualifications for the work shall be as below

s.no.	Discription	Amount	remark
1.	Stone cladding work	541.00 lakh	In any single work of contract during the last five financial year
2.			
3.			

(The Employer shall specify all physical qualifications required).

Note: Above criteria is indicative, subject to suitable stipulations by the departments and specific Bid.

SPECIAL ELIGIBILITY CRITERIA

The bidder should have experience of:

- A. Erection of Steel Gates - -----

- B. Construction of tunnel - -----

Note: Above criteria are indicative, subject to suitable stipulations by the departments and specific bid.

DELETED

Specifications

- 1. Specifications for road and bridge works revision (v) MORTH**
- 2. Stipulation of SOR for Road & Bridge w.e.f. 11-04-2025 and its amendments Issued upto date of N.I.T.**
- 3. CPWD Specifications as applicable in MP.**
- 4. National Building Code.**
- 5. Madhya Pradesh Public Works Department, Specifications.**
- 6. DoAAM (Directorate of Archaeology, Archives and Museums)- MP SOR 2017 for Conservation and restoration of archaeological monuments.**

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

**PROCEDURE FOR PARTISIPATION IN E-
TENDERING**

1. Registration of Bidders on E-Tendering Portal:

All the Contractors registered under Centralized Registration System (CRS) of UDA or the Contractors having applied under CRS shall be eligible for tendering in the designated portal(<https://mptenders.gov.in>). However the Bidders registered under CRS shall also be required to register themselves in this portal as per guidelines shown on the portal.

Digital Certificates:

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.

2. Preparation and Submission of Bids:

The Bidders have to prepare their Bids and submit the Bids online as per procedure given in the portal.

3. Purchase of bid Documents:

For purchasing the bid document, bidders are to pay online as per details given in the portal.

4. Withdrawal Substitution and Modification of Bids:

Bidder can withdraw and modify the bid before the bid submission end date.

JOINT VENTURE (J.V.)

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

- Bids submitted by a joint venture of two or more firms as 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 a 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 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 a successful bid];
 - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should *have* active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners; and
 - g. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners 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 a Joint Venture shall be in the name of the partner *Lead Partner/joint venture*.
 4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
 5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.
 6. Furnish details of participation proposed in the joint *venture* as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

	FIRM "A" (lead Partner)	FIRM "B"	FIRM "C"
Financial			
Planning			
Construction Equipment			
Key personnel			
Execution of Work (give details on contribution of each)			

Clarification:-

1. Annexure-G (Page 24) of the bid document describes the conditions and requirement to be applied/fulfilled in case of bidding by the joint venture (J.V.). For the purpose of evaluation of technical bids, it is hereby clarified that in addition to the conditions contained in Annexure-G of the bid document, the partners of J.V. should satisfy the qualification criteria as below:-

- a. The lead partner must have a share of minimum 51% in the J.V.
- b. The other partner(s) must have a share of minimum 26% in the J.V.
- c. The lead partner and the other partner must also meet 51% and 26% of the all qualification criteria respectively except for the requirement of work experience described in Annexure-I-1(A) (Page 27). However both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose the qualification of individual partners shall be added (for Annual Average Turn Over and for Bid Capacity only).
- d. Following clarification / amendment is hereby done in requirement contained in Annexure-I-1(A) for J.V.
 - 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 satisfy the criteria. However the other partner must satisfy the criteria in (i) above i.e. at least one work of 20% of PAC.

ORGANIZATIONAL DETAILS
(To be contained in Envelope-A)

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

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

Technical Proposal shall comprise the following documents:

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

Note:

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

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 **5 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 **5 financial** years; or
- c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in anyone financial year during the last **5 financial** years;

Table - 1 Similar works - Details of successfully completed similar works in last (preceding) 5 years

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Employer's Name and Address	Enclosure No.	Total Pages
I	II	III	IV	V	VI	VII	VII

Table - 2 Existing commitments - (Value of 'C' for Bid Capacity formula)

Agreement Number & Year	Name of Work	Date of Work Order	Stipulated date of completion	Amount of Contract	Amount of balance work	Employer's Name and Address	Enclosure No.	Total Pages

Note : For Table - 1 & 2

- a. Certificate duly signed by the Employer shall also be enclosed for each completed work (For similar works). For works in hand the self-declaration of the bidder is sufficient.
- b. Similar works for building contracts means building works. Merely open platform (Caps etc.) or boundary wall shall not be treated as similar work for building works.

In case of works for which a Special Eligibility Criteria has been provided in the document, the same is required to be

Physical Requirement:

Execution of similar items of work in anyone financial year during the last **5 financial** years should not be less than the minimum physical requirement fixed for the work

TABLE
3

S. No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)				
		Year – 1	Year – 2	Year – 3	Year – 4	Year – 5
1	Physical qualification Required					
2						
3						

Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in anyone year during the last **5 financial** years.

Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work viz. ~~earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc.~~

ANNUAL TURN OVER

Requirement:

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last **5financial** years;

To be filled in by the contractor:

Financial Year	Payments received for civil engineering works — both in progress and completed
2020-2021	
2021-2022	
2022-2023	
2023-2024	
2024-2025	

Total Turnover of 5 years =

Average Annual Turnover =

Maximum Annual Turnover "(A)" =

Note:

- i. Annual turnover of construction should be certified by the Chartered Accountant with UDIN Number.*
- ii. Audited balance sheet including all related notes, and income statements for the above financial year to be enclosed.*

Bid Capacity

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

$$\text{Bid Capacity} = (1.5 A \times B) - C$$

Where

A = Maximum value of civil engineering works executed in anyone year during

The last **five** years (10%weightage per year shall be given to bring the value of work executed at present price level)

B = Proposed contract period in years.

C = Amount of work in hand at present.

Annexure – I(Format : I-3)
(See Clouse-14 of Section 2 – ITB and clause 6 of GCC)

List Of Technical Personnel For The Key Positions IN BUILDING WORKS

Probable Amount of Contract in Rs. Crores	Key Position	Minimum Requirement					Available with the Bidder				
		Minimum Number Required	Qualification	Age	Similar Work Experience	Status	Name of Personnel	Qualification	Age	Similar Work Experience	Status
Upto 2 Cr.	Technologist	1	Diploma Civil	21	2 Years	Full Time					
2 Cr. to 10 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	As & When Required					
10 Cr. to 50 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time					
	Technologist	1	Diploma Civil	24	5 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	As & When Required					
For each additional 50 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time					
	Engineer	1	B.E. (E&M)	23	2 Years	Full Time					
	Technologist	2	Diploma Civil	21	2 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	Full Time					

Note: It is clarified that the minimum requirement is a mandatory requirement and part of technical bid, but the pre qualification is not to be done on the basis of this criteria.

Annexure – I(Format : I-4)
 (See Clouse-14 of Section 2 – ITB and clause 6 of GCC)

List Of Key Equipments/ Machines For Quality Control Labs

Minimum requirement			Available with the bidder		
S. No.	Name of Equipment/ Machinery	Quantity	S. No.	Name of Equipment/ Machinery	Quantity
Machinery and Equipment Required for Conducting Test as per MOST Specification V Revision					

Note: It is clarified that the minimum requirement is a mandatory requirement and part of technical bid, but the pre qualification is not to be done on the basis of this criteria.

Annexure – I (Format : I-5)

(See Clause-14 of Section 2 – ITB)

List of Key Equipments Machines for Construction Work

Probable Amount of Contract (PAC)	S.No.	Minimum Requirement		Available with the Bidder
		Name of Construction Equipment/ Machinery	Quantity	
Upto 2.00 Crs.	1	Concrete Mechanical Mixer with hopper (1 Cum capacity minimum)	1 No.	
	2	Plate Vibrator	2 Nos.	
	3	Diesel/ Electric Pin Vibrator	2 Nos.	
	4	Fully well equipped lab	1 No.	
	5	Curing pump of 1.5 hp capacity with set of pipe	1 No.	
	6	Steel Shuttering plates/ centering pipes	100 Sqm.	
	7	Auto Label instrument	1 No.	
2.00 Crs. to 10.00 Crs.	1	Concrete Mechanical Mizer with hopper	2 Nos.	
	2	Concrete weight batcher minimum 30 Cubic Meter Capacity (as an when required)	1 No.	
	3	Plate Vibrator	3 Nos.	
	4	Diesel/ Electric Pin Vibrator	3 Nos.	
	5	Fully well equipped lab	1 No.	
	6	Curing pump of 1.5 hp capacity with set of pipe	2 Nos.	
	7	Steel Shuttering plates/ centering pipes	1000 Sqm.	
	8	Auto level intrument	1 No.	
10.00 Crs. to 50 Crs.	1	Concrete Mechanical Mizer with hopper	3 Nos.	
	2	Concrete weigh batcher minimum 60 cubic meter capacity	2 Nos.	
	3	Plate Vibrator	4 Nos.	
	4	Diesel/ Electric pin Vibrator	4 Nos.	
	5	Fully well equipped lab	1 No.	
	6	Curing pump of 1.5 hp capacity with set of pipe	3 Nos.	
	7	Shuttering plates/ centering pipes	1500 Sqm.	
	8	Auto level instrument.	1 No.	

For work costing above Rs. 50.00 Cr. additional equipments/ machines shall be deployed as requirement.

Note. 1. The Bidder has to either provide evidence of owning the equipments or of having made lease arrangements for employing the required equipments as listed in the table above. Bidders can also give an undertaking that in case he is awarded the work, he shall make suitable arrangement for providing these equipments, prior to signing the agreement.

2. It is clarified that the minimum requirement is a mandatory requirement and part of technical bid but the pre qualification not be done on the basis of this criteria.

FINANCIAL BID
(To be Contained only in Envelop-C)

NAME OF WORK :-

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

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

Note:

- i. *Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.*
- j. *ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- k. *iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive. I*
- l. *iv. All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.*

Signature of Bidder
Name of Bidder

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

Signature of Officer by whom accepted

Annexure – K
(See Clouse-15 of Section 2 – ITB)

MATERIALS TO BE ISSUED BY THE DEPARTMENT

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

LETTER OF ACCEPTANCE

No. _____

Dated

To,

M/s..... _

(Name and address of the contractor)

Subject:

(Name of the work as appearing in the bid for the work)

-x0x-

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the Governor of Madhya Pradesh at your bided percentagebelow/ above or at par the Bill of Quantities and item wise rates given therein.

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

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

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

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

Yours Faithfully

Executive Engineer,
UDA Ujjain

BID SECURITY (BANK GUARANTEE)

WHEREAS _____(name of Bidder) (hereinafter called "the Bidder") has submitted his Bid dated _____(date) for the construction of _____[name of Contract hereinafter called "the Bid"]

KNOW ALL PEOPLE by these presents that we _____(name of Bank) of _____[name of country] having our registered office at _____(hereinafter called "the Bank") are bound unto _____(name of the Executive Engineer) in the sum of _____* for which payment well and truly to be made to the said name of the Executive Engineer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____day of _____20____

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid.

OR

(2) If the Bidder having been notified to the acceptance of his bid by the name of the Executive Engineer during the period of Bid validity

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refused to furnish the Performance Security, in accordance with the Instructions to Bidders; or

We undertake to pay to the (name of the Executive Engineer) up to the above amount upon receipt of his first written demand, without the (name of the

Executive Engineer) having to substantiate his demand, provided that in his demand of (name of the Executive Engineer) will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the (name of the Executive Engineer), notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

(Signature, name and address)

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Bid Data Sheet at reference 17.

** EMD should be valid for a period of Six Months or more.

PERFORMANCE SECURITY

To

.....[nameofEmployer]
.....[addressof 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 limits of[Amount of guarantee]asaforesaid 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

Table of ClausesGCC

Clause No	Particulars	Clause No	Particulars
	A. General	21	Payments for Variations and / or Extra Quantities
1	Definitions	22	No compensation for alterations in or restriction
2	Interpretations and Documents	23	No Interest Payable
3	Language and Law	24	Recovery from Contractors
4	Communications	25	Tax
5	Subcontracting	26	Check Measurements
6	Personnel	27	Termination by Engineer in Charge
7	Force Majeure	28	Payment upon Termination
8	Contractor's Risks	29	Performance Security
9	Liability For Accidents To Person	30	Security Deposit
10	Contractor to Construct the Works	31	Price Adjustment
11	Discoveries	32	Mobilization and Construction Machinery Advance
12	Dispute Resolution System	33	Secured Advance
	B. Time Control	34	Payments Certificates
13	Programme		E. Finishing the Contract
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	Final Account
16	Contractor's quoted percentage		F. Other Conditions of Contract
	C. Quality Control	37	Currencies
17	Tests	38	Labor
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labor Regulations
	D. Cost Control	40	Audit and Technical Examination
19	Variations - Change in original Specifications, Designs, Drawings etc.	41	Death or Permanent Invalidity of Contractor
20	Extra Items	42	Jurisdiction

A. General

1. DEFINITIONS

- 1.1. Bill of Quantities: means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. Chief Engineer: means senior most engineer of uda ujain.
- 1.3. Completion: means completion of the work as certified by the Engineer-in- Charge in accordance with provisions of agreement.
- 1.4. Contract: means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. Contract Data: means the documents and other information which comprise of the Contract.
- 1.6 Contractor: means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7. Contractor's bid: means the completed bid document submitted by the Contractor to the Employer.
- 1.8. Contract amount: means the amount of contract worked out on the basis of accepted bid.
- 1.9. Completion of work: means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. Day: means the calendar day.
- 1.11. Defect: means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. Department: means Department of the State Government viz. Water Resources Department, UJJAIN DEVELOPMENT AUTHORITY, Public Health Engineering Department, Rural Engineering Service and any other organization which adopts this document.
- 1.13. Drawings: means drawing including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14. Employer: means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.
- 1.15 Engineer: means the person named in the Contract Data.
- 1.16 Engineer in charge: means the person named in the Contract Data.
- 1.17 Equipment: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18 Government: means Government of Madhya Pradesh.
- 1.19 In Writing: means communicated in written form and delivered against receipt.
- 1.20 Material: means all supplies, including consumables, used by the Contractor for incorporation in the work.

- 1.21. Superintending Engineer: means Superintending Engineer-in-Charge of the Circle concerned.
- 1.22. Stipulated period of completion: means the period in which the Contractor is required to complete the work. The stipulated period is specified in the Contract Data.
- 1.23. Specification: means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.24. Start Date: means the date of signing of agreement for the work.
- 1.25. Sub-Contractor: means a person or corporate body who has a Contract with the Contractor, duly authorized to carry out a part of the construction work under the Contract.
- 1.26. Temporary Work: means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.27. Tender/Bid, Tender/Bidder: are the synonyms and carry the same meaning wherever used.
- 1.28. Variation: means any change in the work which is instructed or approved as variation under this contract.
- 1.29. Work: The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

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

2.2 Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

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

5. Subcontracting

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

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

6. Personnel

6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure 1-3 of Bid Data Sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.

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

7. Force Majeure

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

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

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

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

(IV) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

7.2. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.

7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

8.1 All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone.

9. Liability for Accidents to Person

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

10. Contractor to Construct the Works

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

10.2 In the case of any class of work for which there is no such specification as is mentioned in Contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools and implements, and generally of all means used for the fulfillment of this contract whether such means mayor may not be approved or recommended by the Engineer.

11. Discoveries

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

12. Dispute Resolution System

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

- 12.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.
- 12.3 The Competent Authority shall decide the matter within 45 days.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract Data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh *Madhyastham Adhikaran Adhiniyam, 1983*.
- 12.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control

13. Programme

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order and timing for all the activities for the construction of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme.
- 13.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations.

14. Extension of Time

- 14.1 The contract is for completion of works and therefore non approval of EOT shall not in any way invalidate the contract. The contractor will have to complete the works.
- 14.2 In the event of delays attributable to the contractor, the EOT shall not be given by the Engineer-in-Charge and the Liquidated Damages shall be levied from the contractor in accordance with the provisions of the contract.
- 14.3 In the event, the delays are not attributable to the contractor the EOT may be issued by the Engineer-in-Charge without imposition of Liquidated Damages either suo-motuo or on a written request of the contractor.

It is clarified that out of the total delays in completion of works, the EOT shall be issued only for the part, which is not attributable to the contractor.

(Amended as per Govt. Order No. F-53-55-2018-19-Yo-1154 bhopal, dated 23-03-2018)

15. Compensation for delay

- 15.1 The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.
- 15.5 In the event of delay in execution of the Works as per the timelines mentioned in the Contract Data the Engineer-in-charge shall retain from the bills of the Contractor amount equal to the liquidated damages livable until the Contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 15.6 If the Contractor is given extension of time after liquidated damages have been paid, the Engineer in Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7 In the event the Contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against the liquidated damages levied.

16. Contractor's quoted percentage

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

17. Tests

17.1 The Contractor shall be responsible for:

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

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

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

18. Correction of Defects noticed during the Defect Liability Period

18.1 The Defect Liability Period of work in the contract shall be as per the Contract Data.

18.2 The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.

18.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. Cost Control

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

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

19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Employer shall be conclusive as to such proportion.

20. Extra items

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

21. Payments for Variations and / or Extra Quantities

21.1 The rates for such additional (Extra quantity), altered or substituted work / extra items under this clause shall be worked out in accordance with the following provisions in 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 for the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
- d. If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates minus/plus the percentage quoted by the contractor.
- e. If rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d).

In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

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

22.1 If at any time after the commencement of the work, the Engineer-in-charge, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out; the Engineer-in-charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.

22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.

22.3 The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. No Interest Payable

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

24 Recovery from Contractors

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

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

25. Tax

25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the commercial tax and other levies, duties, cases, toll, taxes of Central and State Governments, local bodies and authorities.

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

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

26. Check Measurements

- 26.1 The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3 Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. Termination by Engineer in Charge

- 27.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2 The Engineer in Charge shall be entitled to terminate the Contract if the Contractor
 - a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
 - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d. the Contractor does not maintain a valid instrument of financial security as prescribed;
 - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data;
 - g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h. Any other fundamental breaches as specified in the Contract Data.
- 27.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (g) of clause 27.2, the Engineer in Charge may terminate the Contract immediately.
- 27.4 Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor

28. Payment upon Termination

28.1 If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for The value of the work done less Advance Payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract Data.

(As per Amended vide Govt. memo No.F-53/ 16/2012/19/Y/6842 dt. 2.11.15)

28.2 Payment on termination under clause 27.4 above-

If the Contract is terminated under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

29. Performance Security

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

30. Security Deposit-

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

30.2 The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of Defect Liability Period/ extended Defect Liability Period.

30.3 **The Security deposits shall be refunded of completion of defect liability period. The additional performance security shall be refunded on satisfactory completion of the work.**

(As per Amended vide Govt. memo No.F-53/ 16/2012/19/yo/1317 dt. 28.02.15)

31. Price Adjustment

31.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the contract data.

(a) The price adjustment shall apply for the work done from the start date given in the contract data upto the end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustable shall be determined during each month from the formula given in the contract data.

(c) Following expression and meaning are assigned to the work done during each month:

$R =$ Total value of work during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value of works executed under variations for which no price adjustment shall be payable.

(Amended as per Govt. Order No. F-53-55-2018-19-Yo-1154 Bhopal, dated 23-03-2018)

31.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

(Amended as per Govt. Order No. F-53-55-2018-19-Yo-1154 Bhopal, dated 23-03-2018)

32. Mobilization and Construction Machinery Advance

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

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

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

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

32.5 The advance payment shall be recovered as stated in the Contract Data by 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

- 33.1 Payment of Secured Advance shall be applicable if provided in the Contract Data.
- 33.2 If applicable, the Engineer shall make advance payment against materials intended for but not yet incorporated in the Works and against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/scheduled bank, in the name as stated in the Contract Data, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been adjusted, but the amount of the guarantee shall be progressively reduced by the amounts adjusted by the contractor.
- 33.3 The amount of secured advance and conditions to be fulfilled shall be as stipulated in the Contract Data.
- 33.4 The Secured Advance paid shall be recovered as stated in the Contract Data.

34. Payment Certificates

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

- (a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer-in-charge.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- (g) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h) Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- (i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any

part thereof, in any respect or the occurring of any claim.

- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

E. Finishing the Contract

35. Completion Certificate

35.1 A Completion Certificate in the prescribed format in Contract Data shall be issued by the Engineer-in-Charge after physical completion of the Work.

35.2 After final payment to the Contractor, a Final Completion Certificate in the prescribed format in the Contract Data shall be issued by the Engineer-in-Charge.

36. Final Account

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

36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

38.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

38.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

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

40. Audit and Technical Examination

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and

technical examination any 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

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

42. Jurisdiction

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

[End of GCC]

Contract Data Sheet

A.

GCC Clause	Particulars	Data
1.14	Employer	Ujjain development authority, ujjain
1.15	Engineer	Assistant engineer, sub engineer of UDA
1.16	Engineer in Charge	Executive Engineer of Ujjain development authority Ujjain
1.22	Stipulated Period of Completion	12 MONTHS i/c Rainy Season
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per 'Annexure-H'
	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	Executive Engineer uda Ujjain.
5	Subcontracting permitted for the Contract Value	Not applicable
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical Personnel not employed	Rs thirty thousand per month for each Graduate Engineer and Rs eighteen thousand per month for each Diploma Engineer/ITI Surveyor
10	Specifications	As per 'Annexure - E'
	Drawings	As per 'Annexure - N'
12	Competent Authority for deciding dispute under Dispute Resolution System	Superintending Engineer UDA Ujjain.
	Appellate Authority for deciding dispute under Dispute Resolution System	Chief executive officer Ujjain development authority. Ujjain.
13	Period for submission of updated construction program	(a) Every 3 months or (b) at the end of every milestone, whichever is less
	Amount to be withheld for not submitting construction program in the prescribed period	@ 1 % (one) percent of contract amount, subject to a maximum of Rs. 50,000/- .

GCC Clause	Particulars		Data
14	Competent Authority for granting Time Extension		SUPERINTENDENT ENGINEER (Amended as per Govt. Order No. F-53-55-2018-19-Yo-1154 bhopal, dated 23-03-2018)
15	Milestones laid down for the contract		YES
	If Yes, details of Milestones		As per 'Annexure - O' or as below, if not mentioned in Annexure -O: Mile Stone 1:- 1/8th of the whole work before 1/4th of the whole time allowed has elapsed, Mile Stone 2:- 3/8th of the whole work before 1/2th of the whole time allowed has elapsed Mile Stone 3:- 3/4th of the whole work before 3/4th of the whole time allowed has elapsed Mile Stone 4:- complete work within the stipulated time
	Liquidated damage		As per 'Annexure - P'
17	List of equipment for lab		As per 'Annexure - Q'
	Time to establish lab		30 days from date of signing of the Agreement
	Penalty for not establishing field Laboratory		1% of Contract Amount per month, subject to a maximum of Rs. 50,000/- per month of delay
18	Defect Liability Period		As below: (A) For Road work:- (i) For New Road (Bituminous) Construction along with granular crust (including strengthening): - 5 years ; (ii) For New Road (Concrete) Construction (including strengthening): - 5 years ; (iii) For Renewal with BT layer equal to or less than 30 mm thickness: - 3Years ; (iv) For Renewal with BT layer more than 30 mm thickness : 5 years (B) For Bridge works - 3 Years to execute, complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issuance of physical completion certificate as per "Annexure-U" (C) For Building works – 5 Years (D) For Road Maintenance – 1 Years (The work of strengthening and renewal shall not be treated as road maintenance work) (E) For Building Maintenance Works – 1 Years (Except for water proofing works and the

GCC Clause	Particulars		Data
			<p>works in which specific guarantee period is mentioned).</p> <p>Note: In accordance with clause 18 the defect observed in the works during the Defect Liability Period shall be intimated by the Engineer-in-Charge to the contractor and the contractor shall rectify the defects promptly. In case the defects are not removed in reasonable time, the same can be got done by the Engineer-in-Charge by way of-</p> <p>(a) deploying departmental labour and material or (b) engaging a contractor by issuing a work order at contract rate/SOR rate or (c) sanctioning supplementary work in a existing agreement to a contractor for zonal works or other similar work or (d) inviting open tender or (e) combination of above</p> <p>The Engineer-in-Charge shall assess the cost of such rectification which shall be recoverable from the contractor from his Performance Security or any amount due or that may become due to him and from other available securities. If this amount is not sufficient to meet the expenses incurred on rectification, the balance amount may be recovered as Land Revenue Arrears as per MPLRC (Amended vide Govt. memo No. 1400/1246/2018/19/Yo Ujjaindt.06-04-18)</p>
21	Competent Authority for determining the rate		S.E. of uda Ujjain
27	Any other condition for breach of contract		<p>Yes as below:</p> <p>If the contractor fails to achieve 50% financial progress in any milestone and /or fails to achieve 75% financial progress in two consecutive mile stones</p>
28	Penalty		<p>(a) Penalty shall include forfeiture of Security deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the Employers additional cost for completing the works which shall be 20 percent and</p> <p>(b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional</p>

GCC Clause	Particulars		Data
			<p>Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher (Amended vide Govt. memo No.F-53/16/2012/19/;ks/6842 dt. 2.11.15)</p>
29	Performance guarantee (Security) shall be valid up to		<p>The upfront Bank Guarantee against Performance Security shall be taken for a period as mentioned below –</p> <p>(a) Works having Performance Guarantee of 5 Years- Construction Period + 3 Years + 3 Months.</p> <p>(b) Works having Performance Guarantee of 3 Years- Construction Period + 2 Years + 3 Months.</p> <p>(c) Works having Performance Guarantee of 1 Years- Construction Period + 1 Years + 3 Months.</p> <p>It is clarified that in case the construction period of the work is extended beyond the stipulated completion period, the Bank Guarantee against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.</p> <p>(Amended vide Govt. memo No. 1400/1246/2018/19/Yo Ujjain dt. 06-04-18)</p>
30	30.1) Security Deposit to be deducted from each running bill		At the rate of 5% of Gross Amount of Running Bill
	30.2) Maximum limit of deduction of Security Deposit		Up to 5% of the Final Contract Amount.
	30.3) Refund of Security Deposit		<p>The total Security Deposit deducted from the running bills shall be refunded (equivalent BG released) only after the completion of the Performance Guarantee Period/Extended Performance Guarantee period, if any</p> <p>(Amended vide Govt. memo No. 1400/1246/2018/19/Yo Ujjain dt. 06-04-18)</p>
31	Clause 31 Price adjustment shall be applicable		<p>As per Annexure R and as below:</p> <p>(a) The price Adjustment shall apply only in respect of Labour, Cement, Steel, Plant & Machinery Spares, POL and Other Materials components.</p>

GCC Clause	Particulars		Data
	Clause 31 Weight ages of Component in the work <i>(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1314 bhopal, dated 28-3-2018)</i>	Price Adjustment shall be applicable only in case of contracts in which PAC is more than Rs. 10 (Ten) Crores and shall be paid as per the provisions in Annexure-R.	(b) Price Adjustment shall be applicable only in case of Probable Amount of Contract (PAC) in NIT is more than Rs ten Cr. This clause shall not have any bearing with the Contract Amount.
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable		No Mobilization and Construction Machinery Advance Payable
	Clause 32.2 If yes, Unconditional Bank Guarantee		Not Applicable
	Clause 32.3 If yes, Rate of interest chargeable on advances		Not Applicable
	Clause 32.4 If yes, Type & Amount of Advance payment that can be paid		Not Applicable
	Clause 32.5 If yes, Recovery of advance payment		Not Applicable
33	Clause 33.1 Secured Advance Applicable		Not Applicable
	Clause 33.2 if yes, Unconditional Bank Guarantee		Not Applicable
	Clause 33.2 if yes, Amount of Secured Advance		Not Applicable
	Clause 33.3 if yes, Conditions for secured advance		Not Applicable

GCC Clause	Particulars		Data
	Clause 33.4 if yes, Recovery of Secured advance		Not Applicable
35	Completion Certificate – after physical completion of the Work		As per 'Annexure - U'
	Final Completion Certificate – after final payment on completion of the Work		As per 'Annexure- V'
36	Competent Authority		Superintending Engineer UDA Ujjain.
39	Salient features of some of the major labour laws that are applicable		As per 'Annexure-W'
41	Competent Authority		Chief EXECUTIVE OFFICER UDA Ujjain.

DRAWING

List of Drawing ;-

Annexure – O

(See Clause-15 of Section 3 – GCC

DETAILS OF MILESTONES



AS PER BID DATA SHEET AND CONTRACT DATA SHEET

Annexure – P

(See Clause-15 of Section 3 – GCC)

Compensation for Delay

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

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

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

Annexure – Q

(See Clause-17 of Section 3 – GCC)

LIST OF EQUIPMENT FOR QUALITY CONTROL LAB

As per Format I-4

Annexure- R
PRICE ADJUSTMENT

[Cl. 31 of Section 3- GCC]

The formula for adjustment of prices are :

$R =$ Value of work as defined in Clause 31.1 of Conditions of Contract

Adjustment for Labour Component

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula.

$$V_L = 0.85 \times P_1 / 100 \times R (L_i - L_o) / L_o$$

$V_L =$ increase or decrease in the cost of work during the month under consideration due to changes in rates for local Labour.

$L_o =$ the consumer price index for industrial workers for the State on 28 days preceding the date of opening of Technical Bids as published by Labour Bureau, Ministry of Labour, Government of India.

$L_i =$ the consumer price index for industrial workers for the State for the month under consideration as published by Labour Bureau, Ministry of Labour component of the work.

$P_1 =$ Percentage of Labour component of the work.

Adjustment for Cement Component

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

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

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

$C_o =$ The all India wholesale price index for Pozzolana Cement on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

$C_1 =$ The all India average wholesale price index for cement for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

$P_c =$ Percentage of cement component of the work

Adjustment of Steel Component

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

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

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

$S_0 =$ The all India wholesale price index for mild steel long products / flats on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

$S_i =$ The all India average wholesale price index for mild steel long products / flats for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

$P_s =$ Percentage of steel component of the work.

Note: For the application of this clause, index of mild steel long products / flats has been Chosen to represent steel group. In any work only one of the indices i.e.

either for long products or for flats shall be used as decided by the Employer/ Executing Agency.

Adjustment of Bitumen Component

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

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

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

B_o = The official retail price of bitumen at the IOC depot nearest to the work site on the day 28 days prior to the date of opening of Technical Bids.

B_i = The official retail price of bitumen at the IOC depot nearest to the work site for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (Fuel and Lubricant) Component

(V) Price adjustment for increase or decrease in cost of POL (Fuel and Lubricant) shall be paid in accordance with the following formula:

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

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_o = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC nearest to the work site on the day 28 days prior to the date of opening of Technical Bids.

F_i = The official retail price of HSD at the existing consumer pumps of IOC nearest to the work site for the 15th day of month under consideration.

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

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

Adjustment for Plant and Machinery Spares component

(Vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$$

V_p = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares.

P_o = The all India wholesale price index for manufacturer of machines for mining / quarrying and construction on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

P_i = The all India wholesale price index for manufacturer of machines for mining / quarrying and construction for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

P_p = Percentage of plant and machinery spares component of the work.

Note : For the application of this clause, index of manufacturer of machines for mining / quarrying and construction has been chosen to represent the Plant and Machinery Spares group.

Adjustment of Other Materials Component.

(Vii) Price adjustment for increase or decrease in cost of local materials other than cement, Steel, Bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

- $V_m = 0.85 \times P_m / 100 \times R_X (M_i - M_o) / M_o$
- $V_m =$ Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, Steel, Bitumen and POL.
- $M_o =$ The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.
- $M_i =$ The all India wholesale price index(all commodities) for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.
- $P_m =$ Percentage of local material component (other than Cement, Steel, Bitumen and POL) of the work. Plant and Machinery spares component of the work.
- (Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1154 ujjain dated 23-3-2018)**

The following percentages will govern the price adjustment for the entire contract:

S.No.	Component	Nature of Work				
		B.T. Road Construction	B.T. Renewal	Rigid Pavement Construction	Bridge Works	Building Work
1	2	3	4	5	6	7
1	Labour component - P_1	10%	10%	10%	20%	25%
2	Cement component - P_c	5%	0%	23%	15%	18%
3	Steel component - P_s	5%	0%	12%	20%	13%
4	Bitumen component - P_b	20%	30%	0%	0%	0%
5	POL component - P_f	10%	10%	10%	10%	5%
6	Plant & Machinery Spares component - P_p	5%	5%	5%	5%	5%
7	Other Materials component - P_m	45%	45%	40%	30%	34%

Note: Ordinarily the 7 components shown above are components of the civil works. However for specific works in which some components not included in the aforementioned 7 components, form a substantial part of the works the same can be provided using similar formula and related indices. In all cases the sum total of percentage of different components shall be 100%.

(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1314 Bhopal dated 28-3-2018)

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 pavement 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 to or other modification of the terms of the Contractor or Works to be performed thereunder 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 (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely 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 as he has undertaken to executive 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 of 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 WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees _____ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows: That the said sum of Rupees _____ so advanced by the Employer to

- (1) the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property 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.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may 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.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.

- (6) That the advances shall be repayable in full when or before the Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable 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
- (8) 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.

(9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail 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 M B No.....

Last measurement recorded

- a. Page No.& MB No.
- b. Date

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

Date of issue

Executive Engineer,
UDA Ujjain

(See clause 35 of Section 3 -GCC)

Final Completion Certificate

Name of Work:

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

Agreement No : Date

Amount of Contract Rs.....

Name of Agency:

Used M B No.....

Last measurement recorded

- a. Page No.& MB No.
- b. Date

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

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,
UDA Ujjain

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE

- a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - III. Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

- i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or Closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, LOA, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are, covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

SECTION 3

Conditions of Contract

Part - II Special Conditions of Contract [SCC]

- a. The list of key equipments and key personnel provided in the document is indicative. However, the firm shall provide additional man power and machineries to complete the work in stipulated time frame in accordance with relevant specifications.
- b. विद्युत पोल शिफ्टिंग कार्य, स्थल की आवश्यकता के अनुसार विद्युत वितरण कम्पनी द्वारा प्रस्तुत प्राक्कलन के आधार पर किया जायेगा, जिसमें आइटमस की दर MPPWD electric SOR 2024 से ली जाकर भुगतान किया जाएगा। सेंटेज, लेबर एण्ड ट्रांसपोर्टेशन चार्जेस का प्रथक से भुगतान नहीं किया जावेगा।
- c. पोल शिफ्टिंग कार्य में विद्युत विभाग के नियम अनुसार RETURNABLE मटेरियल (स्क्रैप) विद्युत विभाग में जमा कर, उसकी रिसीविंग कार्यालय में प्रस्तुत करना होगी जिसके उपरांत ही ठेकेदार की अमानत राशि वापस की जावेगी। ठेकेदार को MPEB की नवीन स्क्रैप पालिसी के अनुसार कार्य करना होगा। ठेकेदार को विद्युत कार्य पूर्ण होने के उपरांत विद्युत विभाग से कार्य पूर्णता प्रमाणपत्र एवं हैंडओवर प्रमाणपत्र प्रस्तुत करना अनिवार्य है।
- d. ठेकेदार को साइट विजिट के लिए एक बोलेरो या समकक्ष चार पहिया वाहन (तीन वर्ष से अधिक पुराना नहीं) मय डीजल, ड्राइवर, सर्विसिंग/ मरम्मत सहित UDA को उपलब्ध कराना होगा। गाडी की अधिकतम यात्रा 3000 KM प्रति माह रहेगी। ठेकेदार के द्वारा चार पहिया वाहन उपलब्ध नहीं कराने की दशा में रनिंग बिल से 45,000/- प्रति माह की दर से कटोत्रा किया जा कर UDA द्वारा अन्य चार पहिया वाहन साइट विजिट के लिए किराए से लगाया जावेगा।
- e. Contractor has to conduct 100% tests of materials in the site laboratory as per the prescribed frequency. However 20% of the tests shall be repeated and tested in NABL accredited laboratories/govt. engineering college or the Circle level /Central departmental laboratories.
- f. Stamp Duty as applicable on the date of signing of the agreement shall be fully borne by the contractor.

Section- 3 Part-II (b)

SPECIAL CONDITION FOR BUILDING WORKS IN PWD, PIU

1. It is clarified that security deposit can only be refunded after end of P.G. period (Defect Liability Period), only when the Additional Project Director or Joint Project Director has inspected the work and has recommended for refund of security deposit with speaking order.
2. Defect Liability Period (DLP) shall start only after completion of work. The date of completion of work will be the date of issue of physical completion certificate as per Annexure-U. Performance Guarantee shall not be enforced on incidence of breakage of glass panes and theft of a building element. Contractor shall white wash/colour wash all elements of building at the end of defect liability period at his own cost (no payment shall be made for this) with one coat of the same material (white wash/colour wash & and paint excluding base work of texture plaster) which has been applied in original work. Putty work shall not be repeated in such case except where damage to putty has occurred due to poor workmanship or leakage/seepage. White wash/colour wash & painting work done at the end of defect liability period in accordance to this condition shall be recorded in the measurement book of final bill of the same work and page no of MB shall be mentioned in the letter to be issued by Executive Engineer at the time of release of security deposit after end of performance guarantee (PG) period (Defect Liability Period). Security Deposit shall not be refunded without compliance of this clause of special condition.
3. Building shall periodically be inspected jointly by the contractor and engineer in charge or their authorized representative twice a year out of which one inspection shall take place during rainy months of July-August-September to take note of seepage/leakage and inspection note shall be issued by the Engineer-in-Charge or his authorized representative describing defects noticed. Defects of emergent nature such as leakage/seepage, breakage of waste/soil pipe, water supply/drainage pipes shall be repaired/rectified within 15 days for which compliance shall be well documented and taken in to account (speaking order) while releasing security deposit at the end of performance guarantee (PG) period (Defects Liability Period) by the Executives Engineer. All other conditions as per contract data issued vide govt. of M.P., PWD letter no. 53/16/2012/19/P/ 526, dated 06/02/2014 for implementation of defect liability period shall be enforced along with this special condition.
4. "Minimum Health and Safety requirement dated 20/11/2015" (Section-3 Part-II (d)) shall be applicable.
5. Bid shall be opened in order of their listing in NIT. In case of bidder's participation in multiple tenders listed in one NIT, his bid capacity shall be considered exhausted, if found L-1 in the order of tenders opened. Soon after bid capacity of a bidder has exhausted his next bid shall not be opened.
6. In case similar rates are received from two or more bidder, closed cover offer shall be invited from such bidders to finalize the bid. Only lower rates shall be accepted.

Section - 3 Part-II (c)

Special Conditions of Contract for MEP Works.

Following Special Conditions (for MEP works) shall also be applicable for MEP works executed by the contractor or in building contract:-

1. All statutory compliances, health and safety issues shall be complied by the contractor at the time of execution of work. All MEP capital items approval (such as internal and external electrification, substation, HVAC, Lifts, CCTV, STP, ETP, filtration plant, fire detection, fire fighting, plumbing, sanitary, nurse call system, solar water heating, solar power, pumps, access control, water harvesting etc.) hospital commissioning approvals (such as High Speed Diesel Yard, DG Set, Fire Completion, Central Ground Water board Consent to operate from pollution control department, BARC approval for X-ray, Blood Bank license, Lift licensing, coordination with local service providers for electricity, water and PHE installations) from the competent authorities for successful completion of building is responsibility of the contractor. All statutory fee shall be borne by the department.
2. Any guarantee and warranty of capital equipments and functional items to be taken in name of user department.
3. Guarantee and warranty shall start from the date of commissioning of hospital or completion whichever is earlier.
4. Contractor shall keep underground existing services of hospital or any building in the premises functioning all the time while executing the work. No additional cost will be paid on account of rerouting/ redirecting of essential underground branch/ network services.
5. Contractor to ensure that specialized agencies with requisite experience only shall be engaged for specialized works.
6. All the specialized agencies as per annexure attached engaged will be responsible for functional handing over of installations to end user as per prevalent good engineering practices and statutory requirement. Nothing extra will be paid for compliance of same.

Section - 3 Part-II (d)

SPECIAL CONDITIONS FOR SAFETY MEASURES IN BUILDING WORKS

General

- I. The Contractor shall comply with all the requirements of "The Building and other construction workers (Regulation of Employment & Conditions of Service) Act,1996 and its Central Rule 1998/ State Rules and any other statutory requirements as applicable.
- II. The contractor shall follow OWNER/ MPPWD Safety Rules as issued from time to time with respect to safety in construction and erection.
- III. The contractor shall have the approved Safety, Health and Environment (SHE), Policy in respect of Safety and health of Building workers and it shall be circulated widely and displayed at conspicuous place in Hindi and local language understood by the majority of the workers. A copy of the safety policy should be submitted to Engineer-in-Charge.
- IV. The contractor shall prepare the safety plan comprising of methods to implement the safety policy / rules, Risk assessment and ensuring Safety at work areas. Safety audits, inspections and its compliance, Supervision and responsibility to ensure safety at various levels, Safety training to employees, review of Safety and accident analysis, ensure health and Safety Procedures to prevent accidents and submit to Engineer for approval as per the format of Safety plan as annexed at Annexure-I.
- V. The contractors shall ensure proper safety of all the workman, materials, plant and equipment belonging to him or to the Employer or to other, working at the site.
- VI. All equipment's used in construction and erection by the contractor shall meet BIS/ International Standards and where such standards to not exist, the contractor shall ensure these to be absolutely safe. All equipment's shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual. The contractor should also follow Guidelines/ Rules of the Employer in this regard.
- VII. The contractor shall provide suitable latest Personal Protective Equipment's of prescribed standard to all his employees and workman according to the need. The Engineer shall have the right to examine these safety equipment's to determine their suitability reliability, acceptability and adaptability. The contractor should also ensure availability of these before their use at worksite.
- VIII. The contractor shall provide safe working conditions to all workmen and employees at his workplace including safe means of access, railings, stairs and ladders, scaffolding, work platforms, toe boards etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection of scaffolds, access, work platforms etc the material shall be good and the contractor shall use standard quality of material.
- IX. The contractor shall have his own arrangements with nearby hospitals for shifting and treatment of sick and injured.
The medical examination of the workers employed in hazardous areas shall be conducted as per Rule 2.23 of the Building and Other construction worker (Regulations of

Employment and Condition of Service) Central Rule 1998. Their health records shall be maintained accordingly and to be submitted to Engineer when asked for. If any worker is found suffering from occupational health hazard, the worker should be shifted to suitable place of working and properly treated under intimation to Engineer. The medical fitness certificate to be submitted to Engineer.

- X. First Aid boxes equipped with requisites articles as specified in the Rule 231 of the Building and Other Construction worker (Regulation of Employment and Condition of Service) Central Rule 12998 shall be provided at construction sites for the use of workers. Training has to be provided on first aid to workmen and office bearers working at site ;

a. *Emergency Action Plan*

The contractor shall prepare and emergency action plan approved by his competent authority to handle any emergency occurred during construction work. Regular mock drills shall be organized to practice this emergency plan. The Emergency Action Plan should be widely circulated to all the employees and suitable infrastructure shall be provided to handle the emergencies.

b. *Scaffolding*

The contractor shall take all precautions to prevent any accidental collapse of scaffolding or fall of persons from scaffolding. The contractor should ensure that scaffolding is designed by a competent person and its erection and repairs should be done under the expert supervision. The scaffolding shall meet the required strength and other requirements for the purpose for which the scaffold is erected. The material used for scaffold should conform to the BIS/ International standards.

c. *Opening*

The contractor shall ensure that there is no opening in any working platform/ any floor of the building, which may cause fall of workers or material. Whenever an opening on a platform/ any floor of the building is unavoidable, the opening should be suitably fenced and necessary measures for protection against falling objects or building workers from such platform shall be taken by providing suitable safety nets, safety belts or other similar means.

Fencing of Machinery

The contractor shall provide suitable fencing or guard to all dangerous and moving parts of machinery.

The contractor shall not allow any of the employees to clean, lubricate, repair, adjust or examine, when the machinery is in motion, which may cause injury to the person.

Carrying of Excessive Weight by a Worker.

The worker shall not be allowed to lift by hand or carry over his head back or shoulder weight/ load more than the maximum limit set by the prescribed rules for the person.

Overhead Protection

The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of any person.

Wherever there is a possibility of falling of any material, equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.

All working platforms, ways and other places of construction work shall be free from accumulation of debris or any other material causing obstructions and tripping.

Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards. The contractor shall provide boat or launch equipped with sufficient number of life buoys, life jackets etc and manned with trained personal at site of such work

Every opening at the elevation from ground level through which a building worker, Vehicle, Material equipment etc may fall at the construction work shall be covered and or guarded suitable by the contractor to prevent such fall.

Whenever the worker are exposed to the hazard of falling from height the contractor shall provide full harness safety belt fitted with fall arresting system to the employee working at higher elevation and life line of 8mm Dia wire rope with turn buckles for anchoring the safety belt while working or moving at higher elevations Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS Standards.

Wherever there is a possibility of falling of any material equipment of construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.

The contractor shall provide standard prefabricated ladders on the columns where the workers are required to use them as an access for higher elevations till permanent staircase is provided. The workers shall be provided with safety belts fitted with suitable fall arresting system (Fall arrestors) for climbing/getting down through ladders to prevent fall from height. Further, any such decision of the Engineer shall not in any way absolve the Contractor of his responsibilities, in case use of such a container or entry container or entry thereof into the Site area is forbidden by OWNER /UDA the contractor shall use alternative methods with the approval of the OWNER /UDA without any cost implication to the OWNER/UDA to extension of work schedule.

Where it is necessary to provide and/ or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and petroleum and Carbide of Calcium Manual published by the Chief inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case any approvals are necessary from the chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

The contractor shall provide suitable personal protective equipment's to the workers. Who are handling the hazardous and corrosive substance including alkalis and acids.

As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard /Boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.

Eye Protection

The contractor shall provide suitable personal protective equipment to his workmen depending upon the nature of hazards and ensure their usage by the workers engaged in operation like welding, cutting, grinding or similar operations which may cause injuries to his eyes.

Electrical Hazards

The contractor should ensure that all electrical installations at the construction work comply with the requirements of latest electricity acts/ rules.

The contractor shall take all adequate measures to prevent and worker from coming into physical with any electrical or apparatus. Machines or like electrical circuits which may cause electrical hazards during the constructions work. The contractor shall provide sufficient ELCBs/ RCCBs for all the portable equipment, electrical switchboard, distribution panels etc. to prevent electrical shocks.

The contractor should ensure use of single/double insulated hand tool or low voltage i.e. 110 volts hand tools.

The contractor should also ensure that all temporary electrical installations at the construction works are provide with earth leakage circuit breakers.

Excavation

The contractor shall are take all necessary measure during excavation to prevent the hazards of failing or sliding of material or article from any bank or side of such excavation which is more than one and a half meter above his footing by providing adequate pilling, shorting, bracing etc. against such bank or sides.

Adequate and suitable warning signs shall be put up at conspicuous places at the excavation work to prevent any persons or vehicles falling into the excavation trench. No worker should be allowed to work where he may be stuck or endangered by excavation machinery or collapse of excavation or trenches.

Vehicular Traffic

The contractor should employ vehicle drivers who hold a valid driving license under the Motor Vehicles Act,1988.

Excessive Noise, Vibration

The contractor shall take adequate measures to protect the workers against the harmful effect of excessive noise or vibration. The noise should not exceed the limits prescribed under the concerned rules, Noise Pollution (Regulation and Control) Rules, 2000.

Electrical Installations

The contractor shall not interfere or disturb electric fuse, wiring and other electrical equipment belonging to the Employer or other contractors under any circumstances, whatsoever unless expressly permitted in writing by the engineer to handle such fuses, wiring or electrical equipment.

- i) Before the Contractor connects any electrical appliances to any plug or socket belonging to the other contractor or the OWNER / UDA he Shall.
- a) Satisfy the Engineer that the appliance is in good working condition.
- b) Inform the Engineer of the maximum current rating, voltage and phases of the appliances.
- c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- ii) The Engineer will not grant permission to connect until he is satisfied that.
 - a) The appliance is in good condition and is fitted with suitable plug having earth connection with the body.
 - b) Wherever armoured / metallic sheathed multi core cable is used the same should be connected to earth.
- iii) No repair work shall be carried out on any live equipment. The Engineer must declare the equipment safe and a permit to work shall be issued by the OWNER/UDA/contractor as the case may be to carry out any repair/maintenance work. while working of electric lines/equipment's whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians/workmen/Officers.
- iv) The contractor shall employ necessary number of qualified, full time Electricians/ Electrical Supervisions to maintain his temporary electrical installation.

The Installations shall be provided with suitable ELCBs and RCCBs wherever required.

Safety Organization.

- i) The Contractor employing more than 250 workmen whether temporary, casual, probationary, regular or permanent shall employ at least one full time safety officer exclusively to supervise safety aspects of the equipments and workmen, who will coordinate with the OWNER/MPPWD Safety Officer, Further requirement of safety officers, if any shall be guided by Rule 209 of The Building and Other Construction Worker (Regulation of Employment and Conditions of service) central rule 1998. in case the work is being carried out through sub-contractor, the employees/ workmen of the sub- contractor shall also be considered as the contractors employees/workmen for the above purpose. In case of contractor deploying less than 250 workmen he should designate one of his Engineer/supervisor or the contractor himself (if he is directly supervising the work) as safety officer in addition to his existing responsibilities. The Engineer/supervisor should get at least 2 days safety training from any reputed organization or from OWNER/MPPWD before resuming the work. If already trained in past the declaration along the training certificate to be furnished to OWNER/UDA safety officer.
- ii) The name and address of such Safety Officer of the Contractor will be promptly informed in writing to the Engineer with a copy to the Project Safety Officer before he starts work or immediately after any changes of the incumbent is made during currency of the Contract.

Reporting of Accident and Investigation

In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any near miss, minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer, Safety Officer with a copy to Head of Project in the prescribed form and also to all the authorities envisaged under the applicable laws.

Right to stop Work

- i) The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and /or property/and/or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

The contractor shall be entailed for any damages/ compensation for stoppage of work(sub clause 7.17.00(i))due to safety reasons and the period of such stoppage of work, shall not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.

Fire Protection

The contractor shall provide sufficient fire extinguishers at place(s) of work the fire extinguishers shall be properly maintained as per relevant BIS standards the employees shall be trained to operate the first extinguishers /equipment.

- i) If the contractor falls in providing safe working environment as per the safety rules of Owner or continues the work even after being instructed to stop the work by the engineer as provided in clause 7.17.00(i) above the contractor shall be penalised at the rate

of Rs.25000/per day or part thereof till the instructions are complied with and so certified by the engineer however in case of accident the provisions contained in sub -clause 19.00(ii) below shall also apply in addition to the penalties mentioned in the sub clause.

- ii) if the contractor does not take all safety precaution and / or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety or the plant and equipment and for the safety or personal and the contractor does not prevent hazards conditions which cause injury to this down employees or employees or other who are at the Site or adjacent thereto, the Contractor shall be responsible for the payment of penalty to OWNERAs per the following schedule:
- | | | |
|----|--|---|
| a) | Fatal injury of accident causing death | Penalty @10% of contract Value or Rs.5,00,000/- per person , whichever is less |
| b) | Major injury or accident causing 25% or more permanent disablement to workmen or employee. | Penalty @2.5% or contract value or Rs. 1,00,000/- per persons whichever is less |

Permanent disablement shall have the same meaning as indicated in The Workmen's Compensation Act'1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen /employee under the relevant provision of the Workmen's Compensation Act' 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/ employee under the relevant provision of the Workmen's Compensation Act'1923 and rules framed there under or any other application laws as applicable from time to time.

- iii). If any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts, etc or without anchoring the safety belts while working at height the Engineer/ Safety Officer of OWNER/ UDA shall have the right to penalize the contractor for Rs. 200/- per person per day as such worker shall be sent cut of the workplace immediately and shall not be allowed to work on that day. Engineer/ Safety officer of OWNER/ UDA will also issue a notice in this regard to the contractor.
- iv). If two or more fetal accidents occur at same OWNER/ UDA site under the control of contractor during the period of contract and he has-
1. No complied with keeping adequate PPEs in stock.
 2. Defaulted in providing PPEs to his workmen.
 3. Not followed statutory requirements/ OWNER/ UDA safety rules.
 4. Been issued warning notices by OWNER/UDA head of the project on non observance of safety norms.
 5. Not provided safety training to all his workmen.

The contractor can be debarred from getting tender documents in OWNER/UDA for two years from the date of last accident.

The safety performance will also be one of the overriding criteria for evaluation of overall performance of the contractors by OWNER/UDA. The contractor shall submit the accident date including fatal/ non fetal accidents for the last 3 years where he has undertaken the construction activities project wise along with the bid documents. This will also be considered for evaluation of tender documents. If the information given by the contractor found incorrect, his contract will be liable to the terminated.

Award

If the contractor's performance on safety from is found satisfactory i.e. without any fatal/ reportable accident in the year of consideration he may be considered for suitable award **"ACCIDENT FREE SAFETY MERITORIOUS AWARD"** as per scheme of the employer.

Some of the relevant safety codes are given here under -

IS : 3696		Safety code for scaffolding and ladders (part 1 &2).
IS : 3764		Excavation work - code of safety.
IS : 4081		Safety code for blasting and related drilling operations.
IS : 4130		Demolition of buildings- code of safety.
IS : 5121		Safety code for piling and other deep foundations.
IS : 5916	:	Safety code for construction involving use of hot bituminous materials.
IS : 7205	:	Safety code for erection of structural steel work.
IS : 7293	:	Safety code for working with construction machinery.
IS : 7969	:	Safety code for handling and storage of building materials.

Indian Explosives Act. 1940 As updated.

Safety Plan

01. Safety Policy of the Contractor to be enclosed.
02. When was the Safety Policy last reviewed.
03. Details of implementation procedure/ methods to implement Safety policy/ Safety Rules.
04. Review of Accidents Analysis Method, Methods to ensure Safety and Health.
05. Unit executive responsible to ensure Safety at various levels in work area.
06. List of employees trained in safety employed before execution of the job. Give the details of training.
07. Safety Training Targets Schedules, methods Adopted to provide safety training to all employees.
08. Details of checklist for different jobs/ work and responsible person to ensure compliance (copy of checklist to be enclosed.)
09. Regular Safety Inspection Methods, Periodicity and list of members to be enclosed.
7. Risk Assessment, Safety Audit by Professional Agencies, Periodicity.
8. Provision for treatment of injured persons at work site.
9. Review of overall safety by top Management and Periodicity.
10. System for Implementation of Statutory legislations.
11. Issue of PPEs to employees, Periodicity / stock on hand etc.

Section - 3 Part-II (e)

Special Conditions

1. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
2. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
4. The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-Charge.
5. The tenderer shall study carefully, the drawings, specifications, schedule of quantities and conditions of the tender documents to fully appreciate the scope of work before quoting his rates.
6. The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
7. The civil work shall be carried out as per **MPPWD/CPWD specifications for works-2019 Vol. I & II** with up-to-date correction slips unless otherwise specified in the nomenclature of individual item or in the specifications and special conditions, where specifications are silent, the decision of Engineer-in-Charge shall be final and binding on contractors. Road work shall be executed as per latest MORTH specifications.
8. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage, GST and stacking at required places & working in restricted area etc.
9. The rates for different items of work shall apply for all heights and depths, leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.
10. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
11. Articles manufactured by the reputed firms and approved by Engineer-in-Charge shall only be used. Only articles classified, as 'first/superior quality' by the manufacturer shall be used unless otherwise specified. In case articles bearing ISI certification are not available in the

market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant CPWD specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of materials to be brought to site for use in work shall be got approved from the Engineer-in-Charge before actual execution of work.

12. Samples of materials required for testing shall be provided free of cost by the contractor. All expenditure to be incurred for taking samples, conveyance, packing, testing charges etc. shall be borne by the contractor.
13. All types of mortars to be used in the work shall be mixed in the mechanical mixer and hand mixing shall not be permitted.
14. The contractor shall make his own arrangement for getting the permission to ply the trucks from the traffic police or any other authority in this regard.
15. No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.
16. Some restrictions may be imposed by the Police/ security staff etc. on the working and or movement of labour and materials, etc, the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.
17. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.
18. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.

19. **Testing of materials**

Samples of various materials required for testing shall be provided free of cost by the contractor unless otherwise specified in the item. Testing charges shall be borne by the contractor. All other expenditures required to be incurred for taking the samples, conveyance, packing etc. shall also be borne by the contractor himself.

20. The rate for all items of work, shall unless otherwise clearly specified include cost of all labour, material and other inputs involved in the execution of the items.
21. The order of preference in case of any discrepancy as laid down in condition no. 8.1 under "Conditions of Contract" given in the **General Conditions of Contract for Central P.W.D work 2023** for construction work may be read as under-
 - a) Nomenclature of item as per Schedule of Quantities
 - b) Particular specifications and special conditions if any
 - c) General Conditions
 - d) Special Conditions
 - e) Contract Clauses standard form CPWD 7,GCC 2023 for Construction works amended /corrected up to last date of submission of bids.

- f) CPWD Specifications 2019 and latest MoRTH specification as applicable
- g) Architectural/structural drawings and specifications mentioned in drawings
 - h) Indian Standard Specifications of BIS
 - i) Sound engineering practice as per directions of the Engineer-in-Charge
 - j) Manufacturer's specifications

Any reference made to any Indian Standard Specifications and other specifications mentioned in the respective items in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

- 22. The contractor will not have any claim in case of any delay by the Engineer-in-Charge in removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.
- 23. The malba/garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site identified by the Engineer-in-charge. The surplus soil/earth shall be disposed of as per the directions of Engineer-in-charge separately.
- 24. **Maintenance of Register of Tests-** All tests carried out at construction site, in house laboratory or outside laboratories shall be recorded in the test registers. Contractor shall procure printed registers as per format approved by the Engineer in charge. All such registers, procured by the contractor shall further be duly issued by Engineer-in-Charge for use of the lab/field staffs. Contractor shall keep all the registers updated with latest valid entries and produce for inspection on the direction of engineer in charge or his authorised representatives.
- 25. **Maintenance of Material at Site (MAS) Register-** Contractor shall duly make entries of every receipts and issues of cement, TMT bars, paints etc. in the MAS, cement and paint registers which shall be issued to the contractor by Engineer-in-Charge. All the MAS Registers including Cement and Steel Registers shall be maintained by Contractor which shall be issued to the contractor by Engineer-in-Charge, however blank test registers shall be procured by the agency.
- 26. **It shall be mandatory to submit the self-attested (by agencies/ contractor) copies of Tax paid bills of the materials entered in the MAS register viz Steel, Cement, Bitumen, Paint, adhesive, admixture, Anti termite chemical, water proofing compound material or any other material as required/ enquired by Engineer-in-charge.**
- 27. Contractor shall be responsible for safe custody of all the test registers, MAS, cement, paint and steel registers. Contractor shall keep all the registers updated with latest valid entries and produce for inspection on the direction of engineer in charge or his authorised representatives.
- 28. Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings

29. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
30. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
31. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
32. The contractor shall be responsible for the watch and ward/guard/safety/ of the compound wall, Road, retaining/breast wall, signage's etc. provided by him against pilferage and breakage during the period of installations and thereafter till the work is physically handed over to the department. No extra payment shall be made on this account.
33. Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.
34. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth etc. shall be stacked/ collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
35. The works shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available thereof is complete and unambiguous. The discrepancy, if any shall be brought to the notice of the Engineer-in-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.
36. All Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.
37. The contractor(s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department. The contractor(s) shall also see the approaches to the site in case any approach from main road is required at, site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No extra payment whatsoever shall be made on this account.
38. The Executive Engineer by prior notice in writing to the contractor may reduce/increase the scope of work. In case of deviation in quantities, no extra claim except as otherwise provided in the contract shall be entertained by the department.
39. The contractor(s) shall submit "Time & Progress chart" for execution of work in different reaches showing activities distinctly along with Bar-Chart within fifteen days of the letter of award of work in direct relation to the time stated in the contract document for completion of items of the works as per different milestone fixed indicating the forecast of date of

commencement and date of completion of various items / activities as per agreement for adherence during execution.

If any time, it appears to the Engineer-in-charge that the actual progress of work does not conform to the approved programme referred above, the contractor shall produce a revised programme showing the modifications to the approved programme by additional inputs to ensure completion of the work within the stipulated time.

In case the contractor fails to achieve individual milestone as specified in Schedule F, action shall be taken as per clause 5 & other relevant clauses of the General Conditions of Contract 2023 amended/ correct up to last date of submission of bid.

40. In case of any calamity or injury to any labour / workmen etc. or loss / wastage of materials due to nature or insurgency, contractor shall have to bear the cost of compensation and no claim to this effect shall be entertained by the department.
41. Royalty at the prevalent rates including contribution towards Mineral Exploration Research and Innovation Trust (MERIT) as applicable and District Mineral Foundation (DMF) as applicable of Royalty / Seigniorage fee shall have to be paid by the contractor. All the taxes/ charges etc, on all the boulders, stone aggregate, brick aggregate, shingle, coarse or fine aggregate, earth, gravel, bajri etc. collected by him for the execution of the work shall be directly paid to the Revenue Authority or authorized agent of the State Government concerned or Central Government by the contractor and deemed included in the quoted cost. Further, contractor may be asked to submit proof of submission of full royalty to the State Government or local authority for record purpose of Engineer-in-charge. The rates mentioned in the documents relating to this contract are deemed to include all such expenditure and nothing extra shall be paid on this account.
42. The tenderer shall abide by the rules and regulations of respective GST Act etc. Necessary deductions on account of taxes shall be made on the gross value of the work done from the bills of the contractor as per the provisions of above stated Acts. Necessary certificates for tax deduction at source shall be issued to the contractor by the Engineer in Charge. The decision of the Engineer in Charge regarding quantum of tax deducted at source shall be final and binding on the contractor.
43. Necessary permit etc. for utilization of forest product would be obtained by the contractor directly from the Forest Authority. Necessary Forest Royalty Clearance Certificate (FRCC) from the Forest Authority shall be submitted by the Contractor to the Engineer-in-Charge along with the Bills for the work. Engineer-in-Charge reserves the right to deduct any sum considered reasonable towards forest royalty from the Running Accounts Bills of the Contractor, in the event of non-submission of FRCC. In case the contractor does not submit FRCC a sum considered reasonable towards payment of forest royalty would be deducted by the Engineer-in-Charge from the final bill of the work and credited to the Government accounts. The Engineer-in-Charge would determine the quantum of materials consumed on which such royalty is payable and also the rate of royalty payable. The decision of the Engineer-in-Charge shall be final and binding on the matter.
44. Unless otherwise specified in the schedule of quantities, the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required and, therefore, no extra payment will be made on this account. This will include water encountered from any source, such as rains, floods, subsoil water or any other cause whatsoever.

45. The contractor shall give performance test for the entire installation (S) as per the specifications in presence of Engineer-in-charge or his authorized representative before the work is finally accepted and nothing extra what-so-ever shall be payable to the contractor on this account.
46. The contractor shall perform soil testing and furnish govt. vetted report before commencement of work as per the following. The report is required to submit to UDA for the issuance of GFC Drawings:

Find the tests to be done on-site before execution.

- Trail pit including disturbed, undisturbed soil sampling, conduction of Standard Penetration Test & visual classification at regular intervals.
- Laboratory Testing on soil samples (whichever required & possible)
 - Engineering Soil Classification including Sieve Analysis & Liquid/Plastic Limit.
 - Free Swell Index
 - Density & Moisture Content
 - Direct Shear Test
 - Consolidation Test
 - Specific Gravity
 - Shrinkage Limit
 - Swell Pressure Test
- Testing on rock core samples (if rock cores are recovered during drilling) including preparation of samples (i.e. cutting/ grinding facing) wet/dry density, water absorption, Sp.Gravity, Porosity, Unconfined compressive strength etc.
- Recommendations for SBC, type & depth of foundation etc. complete.
- If Pile foundation is suggested then provide the design of pile for various dia with its vertical lateral & pullout load carrying capacity.

Nothing extra shall be payable on this account.

47. The contractor shall perform **Non Destructive Tests (NDT) for the entire existing angareshwar temple including associated temples (including GPR Test), chhatris, gates etc. and other areas such as** area on various elements like slab, beams, columns, walls etc. as per the direction of the Engineer-in-charge. Nothing extra what-so-ever shall be payable to the contractor on this account.

48. Chemicals from specified companies only should be used and precautions & mix proportions specified by the manufacturer should be adhered to.
49. All the chemical to be used shall have self-life of one year. Old/expiry date material shall not be used for any repair.
50. The rate of each item shall include, clearing the existing treatment, surface preparation, and application of fresh treatment, as per the relevant procedure.
51. All the malba shall be disposed by the contractor to the dumping ground approved by the UMC or as directed by the Engineer-in-charge. The site shall be kept neat and clean during and after the completion of the work.
52. The dismantling/demolishing where required shall be done in manner that no other portion of the building or its fixture or the existing flooring is damaged. In the event of any such damage, the same shall be made good by the contractor at his own cost and no claim whatsoever will be entertained this account.
53. The Non-serviceable dismantled material shall be disposed off by the contractor with designated C&D Waste recycling Units approved by the engineer in charge. Processing charges paid to the C&D waste plant shall be reimbursed to the contractor on production of the original invoices and after verification by the Department.
54. Contractor will demolish the wall in safest manner and he will take all precautions to prevent the surrounding structures/ services from any damage.
55. The contractor will segregate serviceable/ non-serviceable materials. The materials shall be weighted on the mobile weight bridge of minimum capacity 20 MT installed by the contractor (the cost of the same is deemed included in the estimate), as required. The items shall be verified and jointly measured before disposing off the site. The rate is inclusive of all cost incurred in the demolishing work, T&Ps, manpower, segregation of serviceable/ non-serviceable materials, weighing, disposal of same with all lead and lifts etc. all complete.
56. If any serviceable item, not in the Schedule of quantities (SOQ) encounters during the execution, same shall be brought to the notice of the Engineer-in-charge immediately.

57. Setting Out

- (i) It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey or DGPS instruments only shall be used for layout, fixing boundaries, and center lines, etc. Nothing extra shall be payable on this account.
- (ii) Through the site levels are indicated in the drawings the Contractor shall ascertain and confirm the site levels with respect to benchmark from the concerned authorities. The Contractor shall protect and maintain temporary/ permanent benchmarks at the site of work throughout the execution of work. These benchmarks shall be got checked by the

Engineer-in-Charge or his authorized representatives. The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.

- (iii) The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be the contractor shall correlate all the relevant architectural and structural drawings, and specifications etc. and satisfy himself that the information available is complete and unambiguous. The contractor shall be responsible for any loss or damage occurring by the commencement of work based on any erroneous and or incomplete information.
- (iv) The work of services will be executed simultaneously. The contractor shall minimize the scope of making recesses, holes, opening etc. as the same shall be planned and necessary grooves/niches shall be provided where ever required in shuttering of RCC.

58. Land for Storage/Labour Camps/RMC:

- (i) Contractor has to arrange land/building for establishing labour camp/Batching plant/storage within Ujjain area and shall make their own arrangements and also, transportation of labour from labour camp to site in three shifts as per requirement.
- (ii) The Contractor shall approach the concern allotment authority for allotment of land required for the establishment of labour camp, batch mix plant & for any other purpose for the execution of work. UDA will issue the recommendation letter for getting the land allotment, for execution of this Govt. work. The Contractor shall make necessary payments for the lease charges etc. to be levied by the concern allotment authority. The Contractor shall abide by the terms and conditions of the land allotment. No hindrance on account of the delay in allotment of the land will be entertained. In addition to above, contractor may look for additional/alternate land in nearby vicinity and if it is available, then above process shall be applicable for this land also.
- (iii) All necessary License/Lease charges shall be borne by the Contractor only. Further he should arrange electricity, Water etc. on his own and bear all charges complete.
- (iv) Contractor shall make his own arrangement for transportation of Batch Mix Concrete from Batching Plant and other materials at his own cost.
- (v) The work shall be near very busy roads and Contractor has to plan the construction work in such a manner so that minimum disturbance to public is caused. Contractor will prepare diversion plan during construction and will get it approved from the Ujjain Traffic Police. Payment for diversion roads, if required during construction shall be the responsibility of the Contractor only and deemed included in the quoted cost.

59. Water supply and electricity:

- (i) The contractor shall carry out construction activities while maintaining and permitting the access and use of all amenities, services that remain functional. Arrangement of water for drinking purpose in addition to the water required for construction work is also to be made by the contractor at his own cost. The contractor shall also make his own arrangement for obtaining electric connection(s) and make necessary payment directly to the department concerned.
- (ii) The contractor shall make his own arrangement of water for completion of work and

nothing will be paid on this account. The contractor shall get the water tested with regard to its suitability daily and conforming to the relevant IS code. The contractor shall obtain written approval from the Engineer-in-Charge before he proceeds by using the same for execution of work. The contractor shall arrange suitable water at his own cost. The contractor shall install industrial R.O. system of required capacity as per the direction Engineer-in-Charge, to bring the water quality to the required standards and shall be tested before use regularly.

- (iii) The contractor shall make his own arrangement for electricity required for the execution of work and nothing extra shall be paid for the same. However, the Engineer-in Charge shall recommend the application to the concerned authority for electric connection, if desired. Necessary payment shall be made by the contractor directly to the department concerned. In case Electricity supplying authority fails to sanction the electric connection or delays the sanction for electric connection, the contractor shall make his own arrangement by providing diesel generators of adequate capacity at his own cost.

60. Existing utilities:

- (i) Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected/maintained against the damage by the Contractor. The Contractor shall identify all underground / overhead services using Geospatial Refraction Survey of the entire area at his own cost if required and take necessary measures to protect the services before starting any excavation / activity. All temporary supports and other measures required to protect and maintain the services during construction period as per direction of Engineer-in-charge, shall be deemed to be included in the quoted rate / amount of the Contractor and nothing extra shall be paid on this account. For any permanent shifting, CPWD shall arrange to shift the services as and when required. However, in the interest of work, if CPWD decides to get it shifted by the Contractor, then Contractor shall be paid separately at the rates as decided by the Engineer-in-charge as per contract provisions based on the actual quantum of the work involved in shifting such utilities/services. The decision of the Engineer-in-Charge in this regard shall be final and binding.
- (ii) The contractor will not have any claim in case of any delay in removal of trees or shifting, raising, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structures etc., if any, which may come in the way of the work. However, suitable extension of time will be granted to cover such delays.
- (iii) The Contractor has to protect the existing bore holes, if any, in the plot, around the proposed building and the same shall be converted as recharge bores at the end and the additional work done if any shall be paid to the agency.

61. Diversion of Services:

All works pertaining to services including rerouting/diversion of services, routine testing, installation etc., embracing in one or more than one process shall be subject to examination and approval to each stage thereof by the Engineer-in-charge or concerned department as would be notified by the Engineer-in-charge or his accredited representative when such stage is ready. Any work needed in re-routing the services shall be paid separately to the contractor. In default of such notice, the

Engineer-in-Charge shall be entitled to appraise the quantity and extent thereof and the decision of Engineer-in-Charge or his accredited representative in this regard shall be final and binding.

62. Permanent Benchmarks:

Contractor(s) shall provide permanent bench marks, flat tops and other reference points for the proper execution of work and these shall be preserved till the end of the work. Contractor to submit drawings showing location of permanent bench marks, flat tops and other reference points to Engineer in charge for records. All such reference points shall be in relation to the levels and locations, given in the drawings.

63. Site Establishment plan:

Contractor shall submit site establishment plan showing location of material store, steel yard, site offices, laboratories and movement of machinery in the premises for approval from Engineer in charge.

64. Site organization:

- (i) The successful bidder shall submit a detailed Organization Chart showing the title and responsibilities of each of the key personnel employed for the Work after award of work.
- (ii) All levels of administrative and technical management, including:
 - a) Head office
 - b) Senior site management
 - c) Section/area managers
 - d) Supervisory engineers
 - e) Foremen
 - f) Senior technician etc.
 - g) Clearly designated groupings of skilled/unskilled work teams etc.
 - h) Similar information shall be shown clearly also for the personnel of each of the associated agencies.
 - i) The Organization Chart shall indicate clear lines of authority and responsibility between the personnel positions, and the distribution of authorities and responsibilities shall be clearly demonstrated by the Organization Chart.

65. Contractor's care of the works:

- (i) The Contractor shall bear full risk in and take full responsibility for the care of the Works and Materials, goods and equipment for incorporation therein from the Commencement Date until the Completion Certificate is issued, except and to the extent that any loss of or damage to the same shall arise out of any default or neglect of the Employer.

- (ii) Any legal/ financial/ statutory implications resulting out of disposal of earthwork, ordinary rock, hard rock shall be sole responsibility of the contractor.
- (iii) Wheel tyres of all the vehicles used by the contractor or any of his sub-contractor for material supplies shall be cleaned and washed of all dust/mud before leaving the project premises by routing vehicles through tyre washing tracks and facility.
- (iv) UDA shall not provide any material either on chargeable or on free issue basis to the Contractor for execution of the project.
- (v) Throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect; the Contractor shall take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Goods, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation.
- (vi) Contractor shall have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and in so far as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such persons.
- (vii) Provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer-in-Charge or by laws for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and
- (viii) Where any work would otherwise be carried out in darkness, ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work.
- (ix) Contractor is required to take note of all the necessary provisions in Employer's Safety, Health and Environment Manual (SHE Manual), CPWD's handbook on safety, health and environment (available on CPWD website), NBC-2016 and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In case the Contractor fails to fulfil the requirement; the Employer may provide the necessary arrangements and recover the costs from the Contractor.

66. Work in multiple shifts:

- (i) If the work is to be carried out in more than one shift or during night, no claim on this account shall be entertained. The contractor must take permission from the police authorities etc. if required for work during night hours. No claim/hindrance on this account shall be considered if work is not allowed during night time.
- (ii) The working in 3 shifts to be considered keeping in view the possible constraints like, nonworking during period due to any important event/function at TEMPLE, nonworking due to noise beyond permissible limit at night, restricted movement of traffic in that zone, security checks of labour/staff/material/equipment/plants etc. No claim on this account shall be considered if work is not allowed for security or other reasons for a particular period. But in case of written orders of the Engineer-in-Charge to completely

stop the work for particular period due to an unusual important function, then necessary EOT shall be granted for this period only.

67. Photography:

Photography/Videography at site should be carried out by authorized personnel identified by Engineer in charge. Contractor shall make necessary arrangement to keep away unauthorized persons from taking photographs/videos. Photos & Videos shall be submitted to the Engineer in Charge from time to time showing the progress/execution of the items, nothing extra is payable on this account.

68. Project Monitoring:

- (i) The contractor shall prepare the phase wise & activity wise(monthly) resource chart (materials, manpower and machinery) based on the project execution schedule as per Clause 5.1 of Schedule A to F.
- (ii) The contractor shall submit the photographs and videos of progress of work on weekly basis to make it possible to create a short film of the entire execution of the work to be kept in archive. Contractor shall update status of progress of work along with uploading of latest photographs on PMIS website/any other portal weekly or as directed by Engineer-in-charge. Hard copies can be provided on monthly basis, whereas soft copies have to be submitted on weekly basis only.
- (iii) Real time Monitoring of Progress: Contractor shall keep the provision of 24x7 live Webcam based on cloud computing platforms. It shall have facility of viewing the video feed remotely so to gain a sense of current activity, weather and project progress. Webcams shall be capable to capture photographs which are stitched together into time lapse videos to view project progress in few minutes. No extra shall be payable for the same.

69. Monthly Progress Report:

The contractor shall submit to the Engineer-in-charge by 5th day of each month, 2 hard copies and one soft copy of monthly progress report which will include the project progress, summary, work progress (planned vs actual), CPM chart, status of financial progress and achievement of milestone, manpower deployment status category wise, inventory of materials and T&P deployed and photographs of important activities.

70. Program Chart:

The Contractor shall prepare an integrated program chart within fifteen days of issue of award letter including civil as well as E&M activities for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the program activity wise within the stipulated period and submit the same for approval of the Engineer-in-Charge within fifteen days of the award of the work. These shall be submitted by the contractor through electronic media besides forwarding hard copies of the same. The program chart should include the following: -

- (i) Description note explaining sequence of various activities.
- (ii) Construction Program prepared on PRIMAVERA/ MS Project Software, which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
- (iii) Program for procurement of materials by the contractor (with details of quantity and

amounts thereof month wise).

- (iv) Program for arranging and deployment of manpower both skilled and unskilled (activity wise) so as to achieve targeted progress.
- (v) Program of procurement/mobilization of machinery/ equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period by contractor.
- (vi) Program/ Revised Program, for achieving fortnightly micro milestones and periodic milestones. In case of noncompliance/ delay in compliance in this, a penalty as specified in Schedule "F" will be imposed which will be recovered from the immediate next R/A Bill of the Contractor.
- (vii) If at any time, it appears to Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by deploying additional resources and inputs to ensure completion of the work within the stipulated time.
- (viii) Program for approval of specialized agencies for specialized works.
- (ix) Daily labour report in the format finalized in consultation with Engineer-in-charge.
- (x) Productivity of T&P and manpower of all categories to be employed based on which the activity wise program is being proposed.

Note:-The submission for approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-In-Charge to take action against the contractor as per terms and conditions of the agreement.

71. Quality Assurance Plan

Guide lines and provisions specified in the "Hand book on total quality management 2022" available on the official web site of CPWD i.e. cpwd.gov.in, shall be followed in general. The contractor shall submit minimum "Quality Assurance" plan within 30 days after award of work which shall be consisting of:

- (i) The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
- (ii) Contractor shall be required to submit detailed method statement for all activities associated with the execution and completion of the work. Such method statement should contain all required details like checklists for pre, post and during execution of the activity/item of work, details of testing methodology, frequency, relevant testing standards as defined in the contract of the items involved in the activity. Engineer-in -charge reserves the right to direct any amendment/modification in the submitted method statement and contractor shall be bound to submit the amended/modified method statement as directed by Engineer in charge, after which only contractor shall be allowed to take up such activity. Contractor shall be required to get inspected any activity to be executed on a day from the Engineer in charge or his authorized representatives and get signed the checklist as per the method statement, after which only the activity on that particular day shall be allowed to start. Contractor shall be fully responsible for all contractual implications, for any delay caused, if any, on

account of delay in submission of such method statement or modified method statement or checklists. Nothing extra, whatsoever, shall be paid on this account and his quoted amount shall be deemed to be inclusive of all such activities.

- (iii) The contractor shall prepare all the needed shop drawings well in advance at his risk and cost deemed to be included in the overall quoted cost and get them approved before placing the order and execution of the item.
- (iv) Contractor shall prepare and submit shop drawings for approval of Engineer in charge, before taking up different activities like aluminum doors, windows, plumbing for water supply and drainage, sewer lines & manholes with IL, ACP cladding, stone cladding, glass curtain walls etc. or any other activity as directed by Engineer in charge. Contractor shall be required to make modifications as may be directed by the Engineer in charge in the submitted shop drawings and shall resubmit modified shop drawings. Contractor shall not be allowed to execute the related items without approval of such shop drawings and he shall be fully responsible for all contractual implications, for any delay caused, if any, on account of delay in submission of such shop drawings or modified shop drawings. Nothing extra, whatsoever, shall be paid on this account and his quoted amount shall be deemed to be inclusive of all such activities.
- (v) Shop drawings shall be submitted for approval four weeks in advance of planned delivery and installation of any material to allow the Engineer In-Charge ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved program.
- (vi) Before taking up the work, the contractor shall also prepare integrated drawings for various civil and electrical services showing details of lay out plan including sectional elevations. Contractor shall plan and mobilize his resources as per the integrated drawings and as per the site conditions to facilitate convenient execution, installation as well as maintenance of these services. Nothing extra shall be payable on this account.
- (vii) The contractor shall produce / procure all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
- (viii) Materials used on work without prior inspection and testing (where testing is necessary) and without approval of the Engineer-in-Charge are liable to be considered unauthorized, defective and not acceptable. The Engineer-in-Charge shall have full powers to order the removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not confirm, in character or quality to the samples approved by the Engineer-in-Charge. In case of default on the part of the contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed at the risk and cost of the contractor
- (ix) The contractor shall give performance test of the entire installation(s) as per the specifications in the presence of the Engineer-in-charge or his authorized representative before the work is finally accepted and nothing extra what-so-ever shall be payable to the contractor for such test, until and unless mentioned otherwise in the agreement.
- (x) Wherever work is specified to be done through specialized agencies, their names shall

be got approved well in advance from Engineer in charge. Failure to do so shall not justify delay in execution of work. The contractor should negotiate with concerned specialist agencies and send their names with all required requisite documents, for approval to Engineer in charge: (a) Within one month of issue of letter of award of work for activities such as tree transplantation, termite treatment, water proofing treatment or any other activities below the plinth level as per programme submitted by agency, and (b) Within four months of issue of letter of award of work for the balance activities.

- (xi) The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate him, the results or such tests and consequences thereon shall be binding on the contractor.
- (xii) For certain item, if frequency of tests is not mentioned in the CPWD Specifications, then relevant BIS code shall be followed and tests shall be carried out as per the frequency specified therein.
- (xiii) If any load testing or special testing is to be done for any sample whose strength is doubtful, the cost of the same shall also be borne by the contractor.
- (xiv) Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per approved list of brand names given in the tender document / additional specifications for approval of Engineer-in-charge. For all other items, materials and fittings of ISI Marked shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval.
- (xv) The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
- (xvi) Before taking up the finishing work such as flooring, plastering, false ceiling, panelling, contractor shall prepare full-scale sample unit of each of such unit like toilet, room, corridor etc., for large-scale repetitive items and get approved from Engineer-in-Charge before taking up for execution on large scale.
- (xvii) Based on the samples approved by the Engineer-in-Charge for various flooring and dado / cladding materials as specified hereinafter, the contractor shall prepare mock up(s) at site of work as specified under relevant flooring and dado / cladding items, for approval of quality of workmanship and material specified. If the quality of the

workmanship and the material is as per the required standards and approved by the Engineer-in-Charge, the mock up shall be allowed as part of the work and measured for payment. Otherwise, it shall be dismantled by the contractor as directed by the Engineer-in-Charge and taken away from the site of the work at his own cost. The mock up(s) so made shall be kept till completion of respective works for reference. Nothing extra shall be payable on this account.

- (xviii) The contractor shall prepare & display mock-ups in actual position of each and every item and obtain approval of Engineer-in-charge before mass execution. The mockup shall be preserved for the purpose of reference till completion of the item represented by the mockup. Similarly, the contractor shall prepare sample toilet blocks comprising of all finishes and fittings included in the scope of this contract. Approval of Engineer-in-charge shall be obtained before taking up finishing works for mass execution. The work executed in approved mock ups/sample units in actual position forming part of the main work shall be deemed to be included the scope of work and quoted rates of the contract. However, the contractor shall have to dismantle and remove the rejected mockup / sample from the site of work at his cost.
- (xix) The contractor shall invariably prepare the samples of finishing items i.e. flooring of different types, external & internal finishing i/c colour scheme of paint, tiles/stones in dado, false ceiling, doors, windows, panelling, flooring in platforms & staircase, water supply & sanitary fittings and any other item as per direction of Engineer-in-charge. The contractor shall proceed with further finishing items only after getting the samples of these items approved in writing from Engineer-in-charge. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.
- (xx) The construction joints shall be provided in predetermined locations only as decided by Engineer in charge. The cost of shuttering for these construction joints shall be included in item of Concrete work / RCC work and nothing extra shall be payable on this account to the contractor.
- (xxi) All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions submitted before covering.
- (xxii) Receipt of Material, testing of the same and maintenance of register of tests:
 - a) All the registers of tests, receipt of materials (MAS account) carried out at construction site or in outside laboratories shall be maintained by the contractor which may be inspected by Engineer-in-charge or his/her representative at any point of time.
 - b) The contractor shall allow access to Third Party Quality Assurance Agency (TPQA) engaged by Engineer-in-charge to have a control on quality and methodology of execution.
 - c) All the test in field lab setup at construction site shall be carried out by the quality control team to be engaged by the contractor which can be witnessed by Engineer-in-charge or his authorized representatives.
 - d) All the entries in the registers will be made by the designated engineering staff of the Contractor.
 - e) Contractor shall be responsible for safe custody of all the test registers.

- f) All material (Reinforced Steel & Cement) received at site shall be entered in MAS (Material at Site) register, MTC & bill-invoice shall be maintained in order. The MAS registers including cement and steel registers shall be maintained by a qualified staff of contractor which may be inspected by Engineer-in-charge or his authorized representatives at any time. The daily report of receipt of material may require to be sent to Engineer-in-charge or his authorized representatives
- g) Sample of building materials, fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge before use in the work. The quality of samples brought by the contractor shall be judged by standards laid down in the relevant CPWD/ BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
- h) BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the items/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall, if required, by the Engineer-in-Charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor to be used in the work satisfies the provisions of specifications/BIS codes relevant to the material.
- i) The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and clearance of the same before use in the work. The contractor shall provide at their own cost suitable weighing and measuring arrangements at site for checking the weight/dimensions as may be necessary for execution of work.
- j) Regarding testing of civil & electrical materials, the testing of materials shall be conducted in Government laboratories/Government colleges/IITs/NITs or from the laboratory approved by the designated authority in UDA.
- k) The samples for tests shall be in all cases, will be selected by the Engineer-in-charge and supplied by the contractor free of cost as part of the contract. If at any time, any material so tested, fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted therefore, but in the absence of any specified test/acceptance criteria, the decision of the Engineer-in-charge shall be final and binding as to whether the said material or materials shall be used on the works, or forthwith removed and other material substituted.
- l) The contractor shall produce on demand from Engineer-in-charge, the manufacturers' certificates certifying that the materials conform to the technical specifications. For other materials which are ISI/ BIS marked, manufacturer's certificate shall be considered as fulfilling the mandatory test requirement. However, in case Engineer-in-charge feels that the material supplied is not of required specifications even if it is ISI/BIS approved and have manufacturers certificate, he can send the sample to the approved lab for testing.
- m) The contractor shall permit the Engineer-in-charge or his authorized

representative to be present during any of or all the tests. The notification to the Engineer-in-charge that the work has been completed, the contractor shall make under the direction and in the presence of Engineer-in-charge such tests and inspections as have been specified or as the engineer-in-charge shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specifications it shall be rectified by the contractor at no extra cost and the contractor shall bear all the expenses for any further tests considered necessary.

- n) The contractor shall arrange for conducting the tests specified in Quality Plan in the presence of an officer, authorized by the Engineer-in-Charge. Full records of all the tests conducted shall be maintained by the contractor in the format given by Engineer-in-Charge which will be made available to the Engineer-in-Charge or to any officer authorized by him whenever required.
- o) The Department's representative shall be free to visit the manufacturer work at all reasonable times to witness and inspect the testing of furniture. It is the duty of contractor to see that all the furniture supplied are tested as per relevant IS specifications. The contractor shall furnish manufacturer test certificate for the routine test conducted on the furniture offered if necessary the contractor shall arrange to conduct the entire routine test at the manufacturer premises in presence of Engineer-in-charge or his authorized representative on receipt of material/equipment at site the contractor shall offer equipment/material for inspection and get approved before installations.

72. Testing Criteria:

- (i) The contractor shall provide at site, the testing equipment and materials for the routine field tests mentioned in the NIT.
- (ii) The frequency of mandatory field tests shall be frequency as mentioned in CPWD Specification 2019 including Correction Slips issued up to the last date of the submission of bids or relevant IS Code testing frequency, whichever is lower, until unless mentioned otherwise in the document.
- (iii) Some of the routine mandatory tests which are being done at field laboratory can also be sent to outside approved laboratory for testing. The frequency of such testing of routine mandatory tests from outside laboratory shall also be decided by Engineer-in-charge. All expenditure to be incurred for testing of samples in site lab or outside lab e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges **shall be borne by the contractor.**
- (iv) Apart from routine field tests, the tests for which facilities are not available in field laboratory shall be got tested from outside field laboratories, approved by Engineer-in-Charge (e.g. Government Institutes/IITs/NITs/Central and State Research Centers/Centrally and State Funded Laboratories etc.) or any Lab approved by competent authority in UDA.
- (v) The frequency of outside tests of which site lab facility is available, shall be 10% of the total number of tests to be conducted as per the tender document or as decided by the

Engineer-in-Charge until unless mentioned elsewhere in the document.

- (vi) All the testing charges of such tests shall be borne by the contractor.
- (vii) The Design Mix of concrete shall be got done from IIT, NIT or Govt. Institution, or any other lab/institute approved by Engineer in-Charge. The cost of Design Mix of Concrete shall be borne by the contractor.

73. Drawings and Documents:

- (i) The drawings accompanying the tender document are of indicative nature and issued for tendering purpose with the purpose to enable the tenderer to make an offer in line with the requirements of the Project.
- (ii) The work shall be carried out only in accordance with the drawings supplied by the Engineer in charge, and any other such drawings as may be issued during the course of the work, stamped "GOOD FOR CONSTRUCTION". The Engineer in charge may also issue certain drawings at various stages of the construction. The Contractor shall, however, ensure that only drawings marked "GOOD FOR CONSTRUCTION", and bearing the current revision number, shall be used for constructing the works. Superseded drawings shall be removed from the site immediately on issue of revised drawings.
- (iii) Department will have option to issue drawings through email or through another online portal adopted.

74. Correlation/Coordination among drawings:

The contractor shall correlate all the relevant architectural, structural and all services drawings as well as BOQ and specifications and satisfy himself that the information available is complete and unambiguous. In case of any ambiguity; Contractor shall raise the concern well in advance so that progress of the work remains unhindered. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work based on any erroneous and or incomplete information and no claim whatsoever shall be entertained on this account.

75. Method Statement:

- (i) The Contractor shall submit Method statement to Engineer-in-charge, before start of any activity. Following details shall be included in the same:
 - a) Description of Item,
 - b) Step-wise elaborate procedure to implement the same,
 - c) Pre-construction, during construction and post-construction checklist,
 - d) Tools and Equipment's to be used,
 - e) Make and Specifications of Material to be used,
 - f) Mode of Measurement, among others
- (ii) For each and every activity before start of same in particular area, checklist shall be filled and signed by the contractor's site in-charge/engineer, supervising that area (Civil as well as E&M) as well as Assistant Engineer /Assistant Executive Engineer of department of respective area.

76. Workmanship:

All the work to be executed with high quality of workmanship for all areas and activities. A stringent quality monitoring to be carried out of all the activities.

77. Sample Approval and Mock-up at site:

- (i) The concept of sample & mock-ups is to assess the performance parameters/ quality standards for any specified item in the project. The main objective of the section is to address most issues prior to construction, and to minimize disruption in the critical path of the construction program. It is elaborated as follows;
 - a) To determine whether the Contractor possesses required skill level necessary to construct the activity, assemblies or systems such that the built construction will satisfy specified requirements.
 - b) To understand the sequence of operations and discuss alternative sequencing options, if any.
 - c) To assess the standard of workmanship and aesthetics that are to be replicated throughout the project.
 - d) To recognize and resolve potential areas of conflict prior to the commencement of construction.

(ii) Sample and Mock-up:

Sample:

- a) Contractor shall submit samples of an item/material from preferred make-list for approval by Engineer-In-Charge. Before proposing any make from the said list, contractor has to ensure that the product of same is confirming to the specifications/parameters mentioned in BOQ item, technical specifications, CPWD specifications and other applicable relevant codes. Makes satisfy these parameters shall only be approved and the decision of Engineer In-Charge shall be final and binding.
- b) Contractor shall make arrangement for placing a yard room which can be used for storing indoor and outdoor samples. The samples kept in this room shall be marked, labeled and stored in an orderly manner to enable easy access at any time during the entire course of construction, up to completion.

Mock-up:

- a) Contractor has to make mockup which includes all relevant items like flooring, wall paneling, painting, toilets, water supply and sanitary installations, electrical installations and services, etc.
- b) Contractor to prepare complete mockup **within four months** from the date of start of work, to the satisfaction of the Engineer-in-charge.
- c) Approval of the samples/mock-up of various materials given by the Engineer-in-charge and the Architect shall not absolve the Contractor from the responsibility of replacing defective material brought on site or materials used in the work, in case they are found defective at a later date. The Contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being

rejected by the Engineer-in-charge.

- d) The contractor shall prepare mock up(s) at actual site of work as specified under relevant flooring and dado / cladding items, for approval of quality of workmanship and material specified. If the quality of the workmanship and the material is as per the required standards and approved by the Engineer-in- Charge, the mock up shall be allowed as part of the work and measured for payment. The mock up(s) so made shall be kept till completion of respective works for reference. Moreover, if situation warrants for Mock up outside the actual site of work for components which cannot be used in final finished building, the same shall also be paid 75% one time in relevant items of contract & it shall be taken away by contractor, considering property of the contractor after completion of activity. Any changes suggested in mock-ups later date shall not be paid again. However, for any sampling of material, nothing has to be paid to contractor. This has to be arranged by contractor on his own cost.

78. Shop Drawings:

- (i) Contractor has to prepare the shop drawings based on the intent drawings and wherever specified in the overall tender document.
- (ii) The Contractor shall prepare and submit a detailed program for the preparation and submission of the shop drawings along with integrated program chart mentioned in approved programme chart. The programme, which will be subject to the scrutiny of the Engineer-in-charge, shall be compatible with the programme for the construction works.
- (iii) After approval of the shop drawings by Engineer in charge; sampling and mock-up shall be carried out at site.
- (iv) After preparation of the mock up and its approval from Engineer in charge, the item shall be taken up for full-fledged execution.
- (v) When a shop drawing is revised, the particulars of the current revision shall be clearly marked or circled to facilitate checking. All prior revision numbers and references of drawings possibly superseded by the current issue shall also be clearly shown.
- (vi) Cost of all shop drawings, or form work drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates for the work. Accordingly, approval to shop drawings or other fabrication drawings shall not be construed as authorizing award of additional work and as long as these belong to common individual scheme governed by specifications for which the Contractor has already quoted.

79. Measurement of existing features or ground levels:

Where the determination for payment purposes of the quantity of any Item of work depends upon the measurement of existing features or ground level and the like, then prior to carrying out any operations which might affect such measurement, the Contractor shall first take such levels and measurement as the Engineer in charge may direct and, after the Engineer in charge has had the opportunity to check the same, they shall be certified as agreed by both the Engineer in charge and the Contractor. In the event that the Contractor fails to observe the above procedure, the Engineer in charge shall determine the quantity to be assumed for payment purposes using the best information available to him, and his decision in the matter shall be final.

80. Soil stabilization/protection:

Contractor shall take care to avoid sliding/collapsing of the sides during and after excavation work. He may use any of the suitable soil stabilization methods (if required) to prevent slide/collapse of the sides. Contractor will not be paid anything extra for the same.

81. Excavation around heritage elements and walls:

- (i) Contractor shall adopt manual excavation method while exposing original plinths of heritage elements and walls. Excavation shall be done in two parts: (i) for ascertaining the levels and (ii) after finalizing levels. Extra protection to be taken for protection of these elements and walls. Based on this condition; Contractor shall submit detailed methodology for approval before commencement of execution work.
- (ii) Contractor shall maintain and submit to Engineer in charge a proper before-after record in documents and photographs.
- (iii) No extra claim shall be entertained on account of this clause.

82. Construction Joints:

Since the water table is at shallow depth, the construction joints in raft to the extent possible shall be avoided. However, as per the methodology proposed by the agency, if the construction joints are proposed in the raft, it shall be done preferably by providing sacrificial materials such as Hy-Rib expanded metal sheets or equivalent of required thickness including making holes for accommodating reinforcement etc. Nothing extra shall be payable on this account. The agency shall ensure water tightness of joints also and in case of any seepage, the agency shall be fully responsible for the same and he should make it good at his own cost as per the methodology approved by Engineer-in-charge.

83. Dewatering:

- (i) Rate quoted for various items in schedule of quantities, shall include cost of dewatering by any means and at all stages, which may be from underground or surface water sources. No water is permitted above the bottom of the raft level during foundation/retaining wall.
- (ii) Contractor shall arrange for disposal of water through leak proof pipe line to the location as per site condition or as instructed by Engineer in charge. If necessary; connection to existing drainage line shall be carried out for disposal of water.
- (iii) No extra claim shall be entertained on account of this clause.
- (iv) De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (guide lines for de-watering during construction) and / or as per the specifications approved by the Engineer-in-Charge. Design of an appropriate and suitable dewatering system shall be the Contractor's responsibility. Such scheme shall be modified / augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the Contractor and especially during the laying of plain cement concrete, taking levels etc. The Contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the Contractor. Also, the

scheme of dewatering adopted shall have adequate built in arrangement to serve as stand-by to attend to repair of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable for all the operations described in this para.

- (v) In trenches where surface water is likely to get into cut / trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the Contractor. Also, suitable steps shall be taken by the Contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.
- (vi) For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do the same at his own cost and nothing extra shall be paid except otherwise provided in the items of Schedule of Quantities. Nothing extra shall be paid for execution of work in or under water and/or liquid mud including pumping out of water as required.
- (vii) The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.
- (viii) In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.

84. Recesses, Holes, Openings, etc.:

The contractor shall leave such recesses, holes, openings, etc. as shown in drawing as may be required for the electric, air-conditioning and other related works for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be payable separately by the department unless otherwise specifically mentioned and the contractor shall fix the same at the time of casting of concrete, stone work & brick work or at any similar location if required, and nothing extra shall be payable on this account.

85. Performance test:

The contractor shall give performance test of the entire installation(s) as per the specifications in the presence of the Engineer-in-charge or his authorized representative before the work is finally accepted and nothing extra what-so-ever shall be payable to the contractor for the test until and unless mentioned otherwise in the agreement.

86. Health, Safety & Environment:

- (i) The provisions of CPWD Safety, Health and Environment Handbook 2019, available at CPWD website, including all provisions of NBC-2016, shall be followed by the contractor in its letter and spirit unless otherwise specified elsewhere in the Contract documents. If the Contractor fails to comply with any of the provisions of this Hand book or any other provisions as mentioned below, penalty up to Rs 5,000/- shall be imposed per day.
- (ii) Information to be Provided by Contractor:

- a) Health, Safety and Environment policy
- b) A detailed Health, Safety and Environment plan.
- c) Names of the Safety personnel.
- d) Employers' liability insurance policy.
- e) Work method statements for critical operations such as lifting etc.
- f) Test Certificates for lifting gear, lifting equipment and accessories.
- g) Information related to hazardous materials used and corresponding MSDS (Materials Safety Data Sheets).
- h) Daily labour returns in the format given by the Engineer-in-charge.
- i) Copies of all Statutory Records.
- j) Copies of the Contractor Safety's reports
- k) Supervisor's reports of his findings onsite inspections.

(iii) **Safety:** CPWD Safety code as detailed out at page 63-67 of GCC 2023, shall be followed in general by the Contractor. Also following provisions applies:

- a) Minimum one Safety Officer/ Manager is required to be at site at all times.
- b) Qualifications of Safety Coordinator/ Manager should not be less than those prescribed in local regulation in building and other construction workers (regulation of employment & conditions of service) central Rules,1998.
- c) Contractor shall arrange for initial Site orientation / induction of all Workmen / Supervising personnel on 'Safety practices' before beginning of work at site. This shall include a briefing about project, safety policy, site safety rules and site facilities.
- d) Contractor shall conduct a daily toolbox talk for all workers previous to starting to work. These tool box talks should include topics related to ongoing work activities and precautions to be taken on daily activities.
- e) Contractor shall ensure participation of his site in-charge and the safety coordinator in the safety meetings arranged at intervals decided by the Engineer-in-Charge.
- f) Contractor shall also submit a Health & Safety report on monthly basis or as directed to Engineer-in-Charge.

(iv) **Contractor's Safety Engineer / Safety Officers shall:**

- a) Assist the Contractor's Construction Manager and coordinate with consultant's Safety Supervisor for the implementation of the HSE program within corresponding work groups.
- b) Get familiarized with all government, and Owner's safety and health regulations, including reports and work permits procedures.
- c) Inspect the construction area on a regular basis in order to verify appropriate corrective actions and prepare reports to their Construction Manager.

- d) Review the SAP (Safety Action Plan) prepared by line supervisor.
 - e) Co-ordinate with supervisors and foremen periodical safety meetings and lead daily safety meetings.
 - f) Conduct safety training classes for all workers.
 - g) Participate in Tool Box Talks.
 - h) Suggest safety promotional activities.
- (v) **Personal Protective Equipment (PPEs):** The Contractor shall provide required PPEs to workmen/visitors/consultants/employer to protect against safety and/or health hazards. Primarily PPEs are required for the following protection.
- a) Head Protection (Safety helmets)
 - b) Foot Protection (Safety footwear, Gumboot, etc.)
 - c) Body Protection (High visibility clothing (waistcoat/jacket, Apron, etc.)
 - d) Personal fall protection (Full body harness, Rope-grap fall arrester, etc.)
 - e) Eye protection (Goggles, Welders glasses, etc.)
 - f) Hand protection (Gloves, finger coats, etc.)
 - g) Respiratory Protection (Nose mask, SCBAs, etc.)
 - h) Hearing protection (Ear plugs, Ear muffs, etc)
 - i) The PPEs and safety appliances provided by the Contractor shall be of the standard as prescribed by Bureau of Indian Standards (BIS). If materials conforming to BIS standards are not available, the Contractor shall procure PPE and safety appliances, as approved by the Engineer-in-charge.

Safety Helmet Colour Code	Person to use
White	UDA/ Contractor staff, Main Agencies Engineers.
Grey	All designers, Architect, Consultants etc.
Violet	Main Agencies Supervisors
Blue	All Sub-Agencies (Engineers/Supervisors)
Red	Electricians (both Contractor and sub-Contractor)
Green	Safety Professionals (Both Contractor and sub Agencies)
Orange	Security Guards/Traffic Marshals
Yellow	All workmen
White (with "Visitor" sticker)	Visitors

- j) In addition to, in case any other PPE required for any specific jobs like, welding and cutting, working at height, tunneling etc. shall also be provided to all workmen and also ensure that all workmen use the PPEs properly while on the job. The Contractor shall not pay any cash amount in lieu to PPE to the workers/sub-Agencies and expect them to buy and use during work.
- k) The Contractor shall at all-time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the Engineer-in-charge during the inspections. It is always the duty of the Contractor to provide required PPEs for all visitors & UDA staff. Out of this, required quantity of PPEs shall be kept always at the security post.
- l) Notwithstanding the above, the Contractor shall at their expense arrange for the safety provision as per all relevant Indian Standard Safety Codes & local bye-laws. The Contractor shall provide all facilities in connection therewith and shall also issue the identity card to his labourer.

(vi) Work at Heights:

- a) During construction of buildings/towers safety net (horizontal and vertical) shall be used by Contractor to check/control falling of any object. The Contractor/vendor shall also take the other safety measures used during construction, for e.g. Personal Protective Equipment (PPEs), safety during working at heights etc.
- b) The Contractor shall provide proper scaffolding and working platforms with handrails to work at higher elevations and Tools and loose material should not be left on the scaffolding from where they are likely to fall. Persons should use safety belts while working near open edge where it is not possible to provide hand rails.
- c) Things should not be thrown from heights and should be brought down or taken up with the help of ropes. While work is being carried on at higher elevations, warning notices should be posted below or barricade the area so as to draw the attention of persons and prevent them from coming under the falling objects.
- d) Defective scaffolding, damaged ladders, insufficient working platforms etc. shall not be permitted. Wherever necessary, light weight mobile tower scaffolds or hydraulic platforms should be used.
- e) Proper access should be available to the work spot. Nobody should jump over open area between equipment, pipes and rails etc. from where they may slip. Walking over beams, narrow pipes etc. should be prohibited.
- f) The area from where the materials are pulled up with ropes etc. should have hand railings and the person should keep firm footing. They should not lean over the handrails and should use safety belts to protect themselves from fall due to body imbalance.
- g) The Contractor should reduce the hazards associated with falling first through engineering controls and second through by having a formal fall protection program in accordance with Factories Act requirements. Contractor should Institute personal fall arrest systems, administrative controls and training when engineering controls are not feasible.
- h) The Contractor shall have the necessary fall protection equipment to safely perform

the job and properly train workers in the use of fall protection equipment and supervisors (or competent personnel) shall ensure the use of fall protection equipment as required. Contractor shall obtain work permit from the Department prior to starting of activities requiring fall protection.

- i) Contractor shall use powered access safely and Protect holes and leading edges, e.g. with hand rails and toe boards.
- j) The construction waste from the height should be transferred through closed chutes.
- k) All other measures to be taken for the safety at project shall be ensured by the Contractor.
- l) It shall be deemed that rates quoted by the Contractor are inclusive of all the expenditures incurred in the safety procedures. No extra payment on this account shall be payable to Contractor.

(vii) Lighting:

- a) As the period of construction is very limited, the work is to be executed in three shifts i.e. 24/7 including holidays and therefore the contractor shall provide sufficient lighting at project site, of the right type and at the right place / location for it to be properly effective to enable the workers to effectively work during night time.
- b) Lighting ought not to introduce the risk of electric shock. Therefore, 230V supplies should be used for those fittings, which are robustly installed, and well out of reach e.g. flood lighting or high-pressure discharge lamps. The contractor shall ensure that luminaries should always be so placed that no person is required to work in their own shadow and that the local light for one person is not a source of glare for the others. Strongly made clamps should be available for attaching luminaries to poles and other convenient supports.
- c) Luminaries shall be robust, resistant to corrosion and rain proof especially at the point of the cable entry. The correct type of lamp for each luminary should be used and when lamps need to be replaced, it shall be in accordance with the supply voltage. Lamp holders not fitted with a lamp should be capped off. The contractor shall take every effort to illuminate the work site as per the direction of Engineer-in-charge.

(viii) Health & Sanitary:

Model Rules for protection of Health and Sanitary arrangements for workers, laid down at page 68-72 of GCC2023, shall be followed by the Contractor.

(ix) Labour Hutments:

- a) Agency has to make Labour hutments for housing the labours deployed. In general, the design of hutments will be as per standard modules for workers/labour shelters issued vide F.No. 109/SE(TAS)/Tech.Misc. /LabourHut/2019-20/409(H) dated 24.10.19 which is available on CPWD Website in circular section.

- b) The Contractor shall also establish Medical facilities at site of work and labour camp and qualified Doctors should be available at both the locations throughout the construction period.
- c) Contractor shall also establish adequate toilet facilities, bathrooms and portable Sewerage Treatment Plant (STP) at labour camp and utilize the treated water for construction as well as flushing, establish creches for children of workers at labour camp and provide services of trained teachers, supporting staff to run them.
- d) Provision of Ambulance 1 no each at site all the time and at labour camp during day time shall be made by the contractor.
- e) Tie up with reputed Hospital to provide medical help in case of emergency.
- f) Group Insurance: Contractor shall provide Group Insurance Scheme to all workers engaged in the work.

87. Environment Management and Monitoring Plan:

An Expert in Environment Management and Monitoring Planning shall be deployed at site of work. Expert, as part of technical manpower under clause 32, will promptly and fully comply with all needs of the department pertaining to safe SHE management. He will also be a part of Grievance Redressal Cell to ensure grievances reported by stakeholders with regards to environment, community health and occupational health and safety related issues arising out of the construction works are promptly addressed as relevant.

- (i) The Bidder shall submit within 15 days after award of work, a comprehensive statement of the policies and procedures to be adopted to fulfill his obligations under the contract with respect to the protection of the environment on site in particular and all relevant environmental norms in general that may be applicable directly or indirectly to the contractors work with regards to the subject project. The environmental norms that must be included in this statement shall include but not be limited to the Environmental Clearance conditions as well as conditions stipulated in Consent to Establish (CTE) from the Pollution Control Committee (PCC).
- (ii) The contractor shall have to prepare and submit the bi-annual environment clearance compliance report/any other report mentioned in environmental clearance required to be submitted to EIA authorities. The Environmental Protection statement shall apply to the site and all task and activities in Ujjain involved in execution the Contract and shall include provision for the protection of the environment at all site establishment areas, work areas and location from which the contractor obtains the fill material, rock, coarse and fine aggregate and other granular materials for the works, whether directly operated by him or not.
- (iii) The information submitted in the Environmental Protection Statement shall include sufficient detail to allow an assessment of the appropriateness and adequacy of the contractor's proposals. Diagrams should be included where necessary for clarification of the description (e.g. organizational relationships, flowcharts for waste handling, treatment and disposal, for monitoring and mitigation procedures, etc.)
- (iv) The contractor shall prepare and submit Environment Management Plan (CEMP) and get it approved from Engineer-in-charge.
- (v) The content list of the CEMP shall reflect the environmental and all the provisions

related to the protection of the environment. The CEMP shall address all environmental matter relevant to the works, which shall include as a minimum, but not be limited to the following;

- a) Contractor has to follow guideline mentioned in Environment Management Plan report submitted for obtaining Environmental Clearance.
- b) Contractor has to follow all the guideline issued (Before and after the tender) by Ministry of Environment, Forest and Climate change, Pollution Control Board and any other authorities for Environment protection during the construction.

(vi) Protection of Environment:

- a) The contractor shall establish suitable portable type Sewerage Treatment Plant at site of work and shall use the treated water fit for construction purpose as well as for flushing. Department shall arrange permission for tapping unfiltered water/sewerage from UDA/UMC lines and Contractor shall lay the pip/sewer line from tapping point to proposed STP at his own cost and shall remove that line after completion of work. In case, this arrangement is not sufficient or not viable, the water for construction purpose shall be arranged by the contractor at his own cost complying all statutory guidelines.
- b) The Contractor shall take all reasonable steps to protect the environment on and off the Site. The Contractor shall be required to follow all the rules/norms of National Green Tribunal applicable to this work.
- c) During continuance of the contract, the Contractor and his sub-agencies shall at all times, abide by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
- d) The contractor shall comply with all the upto date preventive and protective environmental steps as stated in the MoEF and NGT guidelines. Subsequent directions issued by MOEF, NGT, CPCB, state PCB or any other appropriate Govt. authority that may have been prescribed for construction works in New Delhi, shall have to be strictly complied with by the contractor. Nothing extra shall be paid beyond the quoted rates on this account as the rates already quoted by the contractor shall be deemed to be inclusive of such provisions except for provided otherwise. An Environment Cell consisting of an Environmental Engineer and a team of one Deputy Environmental Engineers, part of technical manpower under clause 32, shall be deployed at the site. The Engineers will promptly and fully comply with all needs of the UDA pertaining to safe SHE management. They will also be a part of Grievance Redressal Cell to ensure grievances reported by stakeholders with regards to environment, community health and occupational health and safety related issues arising out of the construction works are promptly addressed as relevant.
- e) However, Salient features of some of the major laws that are applicable are given below:
 - Water Pollution is to be prevented as per The *Water (prevention and Control of*

Pollution) Act, 1974 which provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

- Air Pollution is to be prevented as per *The Air (prevention and Control of Pollution) Act, 1981* which provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- Environment is to be protected as per *The Environment (Protection) Act, 1986* with amendments which provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human being, other living creatures, plants, micro-organism and property.
- *The public Liability Insurance Act, 1991*: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

(vii) **Special Conditions to comply directives of Hon'ble National Green Tribunal and EIA Guidance Manual:**

- a) The contractor shall not store/dump construction material or debris on metalled road.
- b) The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
- c) The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust

fly outside the plot area.

- d) The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
- e) The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- f) The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- g) The contractor shall ensure that C&D waste is transported to the C & D Waste site only and due record shall be maintained by the contractor.
- h) The contractor shall compulsory use of wet jet in grinding and stone cutting.
- i) The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
 - j) The contractor shall carry out on-Road- Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
 - k) The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
 - l) The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
 - m) The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
 - n) The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

(viii) **Air Pollution Control:**

To maintain air quality conditions during episodic events of high air pollution, relevant steps under the Graded Response Action Plan (GRAP) prepared by CPCB with regards to maintaining Air Quality, mitigation measures shall be initiated and maintained by the Contractor. Efforts will be made with regards to implementing air pollution control at site such that upwind station air quality as derived from station upwind of the site shall be lower than downwind air quality as determined from stations downwind of the site. Contractor shall provide suitable dust mitigation measures to keep the air pollution under limits using anti-smog guns and Mist spray. These shall be deployed in adequate

number to cover the construction site. Nothing extra shall be payable on this account. These anti-smog guns and Mist Spray shall keep the pollution level under check, when level of PM2.5 in ambient air reaches 250 or more and /or level of PM10 reaches 400 or more. The contractor shall also supply and install Automatic air purification System/Smog Tower including all required accessories complete, commissioning at site on approved location and as per direction of Engineer in Charge and including its operation and maintenance upto completion of project. Nothing extra shall be payable on this account. To monitor the daily Air Quality, an Air Monitor Unit (AMU) shall be installed at site by the contractor and nothing extra shall be payable on this account.

(ix) **Noise monitoring and prevention:**

- a) Ambient noise levels shall conform to commercial area both during day and night as per Noise Pollution (Control and Regulation) Rules, 2000. Incremental pollution loads on the ambient air and noise quality shall be closely monitored during construction phase. Adequate measures shall be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB / SPCB.
- b) Noise level survey shall be carried as per the prescribed guidelines and report in this regard shall be submitted to Regional Officer of the Ministry as a part of six-monthly compliance report.
- c) Acoustic enclosures for DG sets, noise barriers for ground-run bays, ear plugs for operating personnel shall be implemented as mitigation measures for noise impact due to ground sources.

(x) **Environmental conditions stipulated in the Environmental Clearance of the Project**

- 1) All construction and demolition debris shall be stored at the site securely during the demolition (and not dumped on the roads or open spaces outside) and are properly disposed in accordance with the provisions of the Construction and Demolition Waste Management Rules, 2016. Further, the Contractor shall follow, inter alia, the following:
 - a) The Contractor shall be responsible for collection, segregation of concrete, soil and others and storage of construction and demolition waste generated, as directed or notified by the concerned local authority in consonance with these rules.
 - b) The Contractor shall ensure that other waste (such as solid waste) does not get mixed with this waste and is stored and disposed separately.
 - c) The Contractor shall ensure that if more than 20 tons or more C & D waste is generated in one day or 300 tons in a month, same shall be segregated into four streams such as concrete, soil, steel, wood and plastics, bricks and mortar and shall submit waste management plan and get appropriate approvals from the local authority before starting construction or demolition or re-modelling work and keep the concerned authorities informed regarding the relevant activities from the planning stage to the implementation stage. Nothing extra shall be payable on this account.
 - d) The Contractor shall keep the construction and demolition waste within the

premise or get the waste deposited at collection center so made by the local body or handover it to the authorized processing facilities of construction and demolition waste; and ensure that there is no littering or deposition of construction and demolition waste so as to prevent obstruction to the traffic or the public or drains.

- e) The Contractor shall pay relevant charges for collection, transportation, processing and disposal as notified by the concerned authorities. The Contractor if generate more than 20 tons or more in one day or 300 tons in a month shall have to pay for the processing and disposal of construction and demolition waste generated, apart from the payment for storage, collection and transportation as per the rate fixed by the concerned local authority or any other authority designated by the State Government.
- 2) Notification GSR 94(E) dated 25.01.2018 of MoEF& CC regarding Mandatory Implementation of Dust Mitigation Measures for Construction and Demolition Activities for projects requiring Environmental Clearance shall be complied with. Mandatory Implementation of Dust Mitigation Measures for Construction and Demolition Activities for projects.
- a) No building or infrastructure project requiring Environmental Clearance shall be implemented without approved Environmental Management plan inclusive of dust mitigation measures.
 - b) No excavation of soil shall be carried out without adequate dust mitigation measures in place.
 - c) No loose soil or sand or Construction & Demolition Waste or any other construction material that causes dust shall be left uncovered.
 - d) Water sprinkling system shall be put in place.
 - e) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.
 - f) Grinding and cutting of building materials in open area shall be prohibited.
 - g) Construction material and waste should be stored only within earmarked area and road side storage of construction material and waste shall be prohibited.
 - h) No uncovered vehicles carrying construction material and waste shall be permitted.
 - i) Construction and Demolition Waste processing and disposal site shall be identified and required dust mitigation measures be notified at the site.
 - j) Diesel power generating sets proposed as source of backup power should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. Use of low Sulphur diesel, the location of the DG sets may be decided with in consultation with State Pollution Control Board.
 - k) Plastic/tarpaulin sheet covers shall be provided for vehicles bringing in sand, cement, murrum and other construction materials prone to causing dust pollution at the site as well as taking out debris from the site. Sand, murrum, loose soil, cement, stored on site shall be covered adequately so as to prevent

dust pollution. Wet jet shall be provided for grinding and stone cutting. Unpaved surfaces and loose soil shall be adequately sprinkled with water to suppress dust. All construction and demolition debris shall be stored at the site (and not dumped on the roads or open spaces outside) before they are properly disposed. All demolition and construction waste shall be managed as per the provisions of the Construction and Demolition Waste Management Rules 2016. The diesel generator sets to be used during construction phase shall be low sulphur diesel type and shall conform to rules made under the Environment (Protection) Act, 1986. Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards be operated only during non-peak hours. The gaseous emissions from DG set shall be dispersed through adequate stack height as per CPCB standards. Acoustic enclosure shall be provided to the DG sets to mitigate the noise pollution. Low sulphur diesel shall be used. The location of the DG set and exhaust pipe height shall be as per the provisions of the Central Pollution Control Board (CPCB) norms.

(xi) Solid Waste Management:

- a. The contractor shall propose a system for solid waste management including segregation of wet and dry waste. Contractor shall execute the system after due approval of Engineer-in-charge which includes installation of collection chambers for garbage, color coded dustbins for waste collection and segregation.
- b. Contractor shall also provide trolleys (mechanical) of adequate sizes for collection of waste and disposal of the same at dedicated place.
- c. The contractor shall also provide Bio-convertor for producing compost manure from available wet waste at Labour camp

(xii) Waste Management:

- (a) Disposal of muck / mud during construction phase shall not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- (b) Any hazardous waste generated during construction phase, shall be disposed of as per applicable rules and norms with necessary approvals of the State Pollution Control Board.

(xiii) Traffic Management:

- a. The basic objective of the following guidelines is to lay down procedures to be adopted by contractor to ensure the safe and efficient movement of traffic and also to ensure the safety of workmen at construction sites.
- b. All construction workers should be provided with high visibility jackets with reflective tapes as most of construction activities shall be done within right-of-way of the roads. The conspicuous of workmen at all times shall be increased so as to protect them from speeding vehicular traffic.
- c. The Contractor shall provide safety helmet, safety shoe and high visibility

clothing for all employee including workmen, traffic marshal and other employees who are engaged for any work under this contract as per the following requirement:

All employees of the Contractor including workmen	Traffic marshals
<ul style="list-style-type: none"> i) Hard hat with company Logo ii) Safety boots iii) Hi-visibility waistcoat covering upper body and meeting the following requirements as per BS EN 471:1994 <ul style="list-style-type: none"> a. Background in florescent orange red in colour. b. Two vertical green strips of 5cm wide on front side covering the torso at least 5cm. c. Two diagonal strips of 5 cm wide on back in an 'X' pattern covering at least 5cm d. Horizontal strips not less than 5cm wide running around the bottom of the vertical strip in front and 'X' pattern at back. e. The bottom strip shall be at a distance of 5cm from the bottom of the vest. f. Strips must be retro reflective and fluorescent g. Waistcoat shall have a side adjustable fit and a side and front tear away feature on vests made of nylon. 	<ul style="list-style-type: none"> i) Hard hat with company Logo ii) Safety boots iii) Hi-visibility jacket upper body and meeting the following requirements as per BS EN 471:1994: <ul style="list-style-type: none"> a. Background in fluorescent orange-red in colour b. Jackets with full-length sleeves with two bands of retro reflective material, which shall be placed at the same height on the garment or those of the torso. The upper band shall encircle the upper part of the sleeves between the elbow and the shoulder: the bottom of the lower band shall not be less than 5 cm from the bottom of the sleeve. c. Two vertical green strips of 5cm wide on front side covering the torso at least 500 cm d. Two diagonal strips of 5cm wide on front side covering the torso at least 500cm e. Horizontal straight not less than 5cm wide running around the bottom of the vertical strip in front and 'X' pattern at back. f. The bottom strip shall be at a distance of 5cm from the bottom of the vest. g. Strips must be retro reflective and florescent

- d. Wherever operations undertaken are likely to interface with public traffic, specific traffic management plans shall be drawn up and implemented by the contractor in consultation with the prior approval of local police authorities,

and /or the concerned metropolitan/civil authorities as the case may be.

- e. Such traffic management plans shall include provision for traffic diversion and selection of alternative routes. If necessary, the contractor shall carry out road widening before commencement of works to accommodate the extra load. The contractor shall be responsible for getting the "Traffic Management Plan" approved from Traffic Police before taking up any construction activity on the road.
- f. The guiding principles to be adopted for safety in construction zone are to Warn the road user clearly and sufficiently in advance, provide safe and clearly marked lanes for guiding road users and marked buffer and work zones. The contractor shall provide adequate measures that control driver behaviour through construction zones.
- g. The primary traffic control devices used in work zones shall include signs, delineators, Barricades, cones, pylons, pavement markings and flashing lights, deployment of sufficient number of Marshalls on diversion roads.
- h. Regulatory signs impose legal restriction on all traffic and they are to be used only after consulting the local police and traffic authorities.
- i. Warning signs in the traffic control zone shall be utilized to warn the drivers of specific hazards that may be encountered.
- j. The contractor shall place detour signage at strategic locations and install warning signs. In order to minimize disruption of access to residences and business, the contractor shall maintain at least one entrance to a property where multiple entrance exist.
- k. A warning sign shall be installed on all secondary roads which merges with the primary road where the construction work is in progress at sufficient distance before it merges with the primary road so as to alert the road users regarding the "Construction Work in Progress".
- l. Materials hanging over/ protruded from the chassis / body of any vehicle especially during material handling shall be indicated by red indicator (red light/flag) to indicate the caution to the road users.

88. Standard Operating Procedures (SOPs) for COVID-19 or similar pandemic.

The agency shall follow all the COVID 19 or similar pandemic protocols enforced by state/central Government DDMA/NDMA/MHA/MOH&FW from time to time and the guidelines issued by CPWD from time to time as per directions of the Engineer-in-charge and nothing extra payable on this account.

89. Sign Boards

- (i) The Contractor shall provide, erect and maintain till completion of work, a display board of size and shape as per directions of Engineer in charge and paint over it, in a legible and workman like manner, the details about the salient features of the project, as

required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, Client/Owner, Engineer-in-charges, Structural Consultants, Department etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies within 30 days from issue of award letter. Nothing extra shall be payable on this account. In case of non-compliance/delay in compliance in this, a penalty @ Rs. 2000/- per day will be imposed which will be recovered from the immediate next R/A Bill of the Contractor.

- (ii) The contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc., under various labour laws and other regulations applicable to the works, at his site office.

Detailed Execution Phasing.

The below mentioned IS code references and conditions shall also be referred for the work in addition to the agreement conditions and CPWD specifications. It shall be noted that the work is not limited to the reference only but also other sound practices shall be followed as found fit and directed to do so by the Engineer-in-charge.

A	Enabling Works			
S · N o	Task/ Activity	Location	Task Description	IS Code Reference
1	Site Clearance and Cleaning (Site level)		Removal of unwanted material/objects from the site for ease of access & storage of building material	IS 8835: 1978- Guide for laying out and organizing building sites; IS 13028: 1991 – Code of practice for disposal of construction debris; IS 3385: 1965 – Code of practice for measurement of site clearance.
2	Site Clearance and Cleaning (Building level)		Removal of unwanted material/objects from the building for ease of access & storage of building material	
3	Material procurement		Procurement of material for Conservation works, Structural Repair and Masonry works and storage on site in a covered place	Refer Material sheet
4	Material storage		Storage of material on site in a covered place	Refer Material sheet

5	Scientific Excavation & Analysis		Excavation of soil along the perimeter of the building by doing trial trenches at various points and assessment of the condition	IS 3764: 1992 – Safety code for excavation work; IS 1200 (Part 1): 1992 – Methods of measurement of earthwork.
6	Scaffolding Installation	External first, dome & chhatri interior & exterior, then from 2nd floor to lower ground floor	Storage and erection of scaffolding on the entire external facade to access the roof level and balcony level areas	IS 2750: 1964 – Specification for steel scaffoldings; IS 4014 (Part 1): 1967; IS 4014 (Part 2): 1967; IS 3696 (Part 1 & 2): 1987 – Safety code for scaffolds and ladders; IS 11057: 1984; IS 14687: 1999 – Design and construction of falsework; IS 14665 (Part 2 to 4): 2000 – Safety in the use of lifts, escalators, and moving walks.
7	Site Protection & Safety Measures		Provision of safety net, barricading, lifts, pulley, protection sheets/ covers, and other safety measures	IS 13416 (Part 1 to 4): 1992 – Recommendations for preventive measures against hazards at construction sites; IS 15883 (Part 1 to 6): 2020 – Temporary structures, including safety and stability requirements; IS 2925: 1984 – Specification for industrial safety helmets; IS 15298 (Part 1 to 4): 2016 – Safety footwear for construction workers; IS 3521: 1999 – Industrial safety belts and harnesses; IS 8519: 1977 – Selection, care, and maintenance of protective clothing; IS 9473: 2002 – Respiratory protective devices – filtering half masks to protect against particles; IS 1646: 1997 – Fire safety in buildings; IS 15652: 2006 – Guidelines for temporary structures; IS 15883 (Part 1 to 6): 2020; IS 14489: 2018 – Occupational safety and health audits
8	Structural Support	2nd Floor roof first	Provision of structural propping as support to the distressed areas	IS 14687: 1999 – Guidelines for falsework; IS 14671: 1999 – Guidelines for formwork ; IS 2750: 1964 – Specification for steel scaffolding and formwork; IS 4014 (Part 1 & 2): 1967; IS 13416 (Part 1 to 4): 1992 – Preventive safety measures at construction sites
9	Removal Services of	All floors	Careful dismantling and removal of	IS 4130: 1991 – Safety code for demolition of buildings; IS 8835: 1978 – Guide for laying out and organizing building sites; IS 732:

			services such as HVAC, lighting, electricals from the building	2019 – Code of practice for electrical wiring installations; IS 5216 (Part 1 & 2): 1982; IS 659: 1964 – Safety code for air conditioning systems; IS 3042: 1965 – Code of practice for dismantling and disposal of mechanical services
10	Removal of Plumbing works	All floors	Careful dismantling and removal of plumbing from the building	IS 1172: 1993 – Code of basic requirements for water supply, drainage, and sanitation; IS 1742: 1983 – Code of practice for building drainage; IS 2065: 1983 – Code of practice for water supply in buildings
11	Provision for Facilities	All floors	Providing temporary electrical and water supply points and toilet facilities while dismantling of services and civil works	Same as 9 and 10
12	Structural Assessment (Issue Identification & Monitoring)	All floors	Inspection of the building for any structural issues and installation of monitoring devices in specific areas which have cracks, sagging beams/joists, buckled walls/columns, etc.	IS 13311 (Part 1 & 2): 1992 – Non-destructive testing of concrete; IS 15988: 2013 – assessment of deteriorated reinforced concrete structures; IS 516: 1959 – Test for strength of concrete; IS 1904: 1986 – Code of practice for design and construction of foundations in soils; IS 4326: 2013 - seismic evaluation; IS 4877: 1968 – Guidelines for inspection of steel structures; IS 5249: 1992 – Method of testing for structural integrity; IS 9069: 1978 – structural behavior monitoring; IS 10262: 2019 –concrete mix design and durability assessment; IS 2212: 1991 – Code of practice for brickwork; IS 1905: 1987; IS 1597 (Part 1 & 2): 1992 ; IS 13935: 2009 – Guidelines for repair and seismic strengthening ; IS 2250: 1981 – Code of practice for preparation and use of masonry mortars; IS 1904: 1986 – Code of practice for foundation design

B	Demolition & Dismantling Works			
S · N o	Task/Activity	Location	Task Description	IS CODE Reference
1	De-vegetation	All floors, Dome, Chhatri	Removal of unwanted plants/grass and other biological growth from the building using various methods (manual, mechanical, chemical)	IS 14756: 2000 - Guidelines for maintenance and removal of trees, shrubs, and vegetation from construction sites; IS 9172: 1979 - Criteria for design of temporary protective works
2	Removal of steel jali/mash, grill, RS joist,channels, etc.	All floors	Careful removal of steel jali/mash, grill, RS joist,channels, etc. from roof level	IS 1200 (Part 18): 1974; IS 15916: 2010 - Guidelines for demolition of buildings; IS 800: 2007 - Code of practice for general construction in steel; IS 7215: 1974
3	Dismantling of false panels	All floors	Dismantling wooden boardings, cement asbestos or other hard board ceiling in lining of walls and partitions, or ceiling	IS 1200 (Part 18): 1974; IS 15916: 2010
4	Dismantling of aluminium/gypsum in false ceiling and openings	All floors	Dismantling of aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling	IS 3007 (Part 1 & 2): 1999 - Code of practice for laying of gypsum plasterboard ceilings and linings; IS 2095 (Part 1 to 3): 2011 - Specification for gypsum plasterboards; IS 2542 (Part 1 & 2): 1981; IS 16284: 2014 - Specification for metal ceiling systems
5	Removal of door/window	All floors	Dismantling of existing door, windows and clerestory window shutters	IS 1200 (Part 18): 1974; IS 15916: 2010; IS 4130: 1991; IS 1003 (Part 1 & 2): 2003 - Timber panel doors; IS 4351: 2003 - Specification for steel door frames; IS 7452: 1990; IS 1038: 1983 - Specification for steel doors, windows, and ventilators; IS 12823: 1990 - Specification for wood-based flush door shutters.
6	Demolishing stub walls	Roof	Dismantling of stone/brick work in stub walls	IS 1200 (Part 18): 1974; IS 15916: 2010; IS 1905: 1987; IS 2212: 1991; IS 2572: 2005; IS 456: 2000

7	Demolishing of waterproofing on the roof	Roof	Removal of all the deteriorated layers of waterproofing	IS 1200 (Part 18): 1974; IS 15916: 2010; IS 3067: 1988 – Code of practice for general waterproofing; IS 3384: 1986 – Specification for bitumen ; IS 1346: 1991 – Code of practice for waterproofing; IS 6494: 1988 – Code of practice for waterproofing
8	Demolishing of CC	Roof, Dome, chhatri, Tower	Removal of deteriorated cement concrete from roof	IS 1200 (Part 18): 1974; IS 15916: 2010 ; IS 456: 2000 – Code of practice for plain and reinforced concrete
9	Demolishing of RCC/RBC roof sections	Roof	Dismantling of deteriorated and distressed RCC/RBC roof sections which are likely to collapse	IS 1200 (Part 18): 1974 Defines the measurement criteria for RCC dismantling; IS 15916: 2010; IS 456: 2000
10	Dismantling of stone work	Roof, Dome, chhatri, Tower	Dismantling of deteriorated/dislodged stone work in parapet / intermediate walls	IS 1200 (Part 18): 1974; IS 1597 (Part 1 & 2): 1992
11	Dismantling of brick work	Roof, Dome, chhatri, Tower	Dismantling of deteriorated brick work in parapet / intermediate walls, ceiling in chhatri, dome	IS 1200 (Part 18): 1974; IS 15916: 2010; IS 1905: 1987 ; IS 2212: 1991 ; IS 3495 (Part 1 to 4): 1992; IS 1077: 1992
12	Removal of broken stone chajja, brackets	Roof	Dismantling of broken stone chajja, brackets	IS 1200 (Part 18): 1974; IS 15916: 2010; IS 1597 (Part 1 & 2): 1992
13	Removal of plaster	Underground tunnel, LGF, Ground, 1st & 2nd Floor, Roof level Parapet, intermediate walls, Tower, Dome & chhatri	Removal of deteriorated plaster (lime,cement) from ceilings, walls, parapet, etc.	IS 1200 (Part 18): 1974; IS 15916: 2010
14	Raking out joints	Underground tunnel, LGF, Ground, 1st & 2nd Floor, Roof level Parapet, intermediate walls, Tower, Dome & chhatri	Removal of deteriorated mortar from masonry surface	IS 2212: 1991; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981
15	Removal of debris	Underground tunnel, LGF, Ground, 1st & 2nd Floor, Roof level, Tower, Dome & chhatri	Debris removal and clearance from the roof and dumping as per instructions in the BOQ	IS 13028: 1991 – Code of practice for disposal of construction debris; IS 3385: 1965 – Code of practice for measurement of site clearance.

C. STRUCTURAL REPAIR & WATER PROOFING				
S · N o	Task/Activity	Location	Task Description	IS CODE Reference
1	Grouting	Roof slab	High strength grout inject	IS 1905: 1987 ; IS 4326: 2013; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981
2	Applying bonding agent	Roof slab	applying epoxy bonding agent for bonding old to new concrete	IS 3085: 1965; IS 9103: 1999 (Reaffirmed 2021); IS 456: 2000; IS 2645: 2003
3	Repair works to the roof slab by consolidating damaged areas	Roof slab	Providing Polymer modified cement Mortar treatment	IS 9103: 1999 (Reaffirmed 2021); IS 2645: 2003; IS 13935: 2009
4	RCC slab	Roof slab	Providing and laying RCC slabs	IS 456: 2000; IS 269: 2015; IS 383: 2016; IS 1786: 2008; IS 9103: 1999 (Reaffirmed 2021); IS 10262: 2019; IS 516: 1959 (Reaffirmed 2020); IS 14687: 1999; IS 5525: 1969
5	Restoration of stone chajja	Roof	Restoration of broken stone chajja and replacement wherever missing	IS 1597 (Part 1 & 2): 1992; IS 2212: 1991; IS 3620: 1979
6	Restoration of parapet dismantled to repair chajja	Roof	Repair works to the deteriorated parapet in brick/stone at roof level	IS 1597 (Part 1 & 2): 1992; IS 2212: 1991; IS 1905: 1987
7	Construction of new stubs walls	Roof	Construction of new stub walls for running services	IS 1905: 1987; IS 2212: 1991; IS 1597 (Part 1 & 2): 1992; IS 456: 2000
8	Cleaning and repair of drains	Roof	Cleaning and reapiir works to drains and water spouts on terrace	IS 1742: 1983; IS 5329: 1983; IS 2527: 1984; IS 1200 (Part 16): 1979; IS 3370 (Part 1 & 2): 2009; IS 2065: 1983; IS 1726: 1991
9	Laying of khurras	Roof	Making &Laying of khurras on roof in cement concrete 1:2:4 mix	IS 2527: 1984; IS 1742: 1983; IS 3067: 1988; IS 2645: 2003; IS 1905: 1987; IS 2212: 1991; IS 456: 2000
10	Laying of Waterproofing	Roof	Laying of lime concrete waterproofing	IS 3067: 1988; IS 1625: 1971; IS 13935: 2009; IS 15797: 2008; IS 2645: 2003; IS 3370 (Part 1 & 2): 2009; IS 1742: 1983
11	Brick consolidation	Tower, Dome, chhatri	In situ consolidation of masonry with bricks/ brick bats in	IS 2212: 1991; IS 1905: 1987; IS 13935: 2009

			lime mortar	
1 2	Stone masonry repair	Tower, Dome, chhatri	In situ consolidation of masonry with stone blocks/aggregates in lime mortar	IS 1597 (Part 1 & 2): 1992; IS 2394: 1984; IS 4326: 2013; IS 3067: 1988; IS 2645: 2003
1 3	Crack stitching	Tower, Dome, chhatri	Crack stitching with SS rods or stone lintels	IS 13935: 2009 ; IS 2212: 1991; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981 ; IS 4098: 1996; IS 13094: 1992
1 4	Grouting	Tower, Dome, chhatri	Grouting of cracks using lime-based slurries	IS 1905: 1987 ; IS 4326: 2013; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981
1 5	Cleaning of sandstone surface	Dome, chhatri	Cleaning the sand stone surface and removing dirt, dust, grime, biological growth	IS 2394: 1984; IS 13094: 1992; IS 3067: 1988
1 6	Surface treatment	Dome, chhatri	Providing and applying antifungal wash treatment	IS 14787: 2000 ; IS 1661: 1972; IS 2395 (Part 1 & 2): 1994; IS 6278: 1971; IS 13416 (Part 2): 1992 ; IS 1200 (Part 12): 1976
1 7	Repointing of Masonry Joints	Dome & chhatri	repointing of stone and brick masonry walls and ceilings in lime/cement mortar	IS 1200 (Part 12): 1976 ; IS 2394: 1984
1 8	Devegetation	Tower	Removal of unwanted plants/grass and other biological growth from the building using various methods (manual, mechanical, chemical)	IS 14756: 2000 - Guidelines for maintenance and removal of trees, shrubs, and vegetation from construction sites; IS 9172: 1979 - Criteria for design of temporary protective works
1 9	Removal of broken stone chajja	Tower	Dismantling of broken stone chajja	IS 1200 (Part 18): 1974; IS 15916: 2010; IS 1597 (Part 1 & 2): 1992
2 0	Removal of plaster	Tower	Removal of deteriorated plaster from ceilings, walls, parapet, etc.	IS 1200 (Part 18): 1974; IS 15916: 2010
2 1	Raking out joints	Tower	Removal of deteriorated mortar from masonry surface	IS 2212: 1991; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981
2 2	Stone masonry repair	Tower	In situ consolidation of masonry with stone blocks/aggregates in	IS 1597 (Part 1 & 2): 1992; IS 2394: 1984; IS 4326: 2013; IS 3067: 1988; IS 2645: 2003

			lime mortar	
2 3	Crack stitching	Tower	Crack stitching with SS rods or stone lintels	IS 13935: 2009 ; IS 2212: 1991; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981 ; IS 4098: 1996; IS 13094: 1992
2 4	Grouting	Tower	Grouting of cracks using lime-based slurries	IS 1905: 1987 ; IS 4326: 2013; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981
2 5	Cleaning of sandstone surface	Tower	Cleaning the sand stone surface and removing dirt, dust, grime, biological growth	IS 2394: 1984; IS 13094: 1992; IS 3067: 1988
2 6	Surface treatment	Tower	Providing and applying antifungal wash treatment	IS 14787: 2000 ; IS 1661: 1972; IS 2395 (Part 1 & 2): 1994; IS 6278: 1971; IS 13416 (Part 2): 1992 ; IS 1200 (Part 12): 1976
2 7	Repointing of Masonry Joints	Tower	repointing of stone and brick masonry walls and ceilings in lime/cement mortar	IS 2250: 1981; IS 1200 (Part 12): 1976 ; IS 2394: 1984
2 8	Plastering	Tower	Application of lime/cement plaster on walls/ceiling, parapet, etc.	IS 1200 (Part 12): 1976 ; IS 1661: 1972; IS 2394: 1984
2 9	Whitewash	Tower	Application of whitewash on masonry surfaces	IS 6278: 1971

D. STRUCTURAL REPAIR - DOME, CHHATRI, TOWER, FLOORS, UNDERGROUND & TUNNEL

S · N o	Task/Activity	Location	Task Description	IS CODE Reference
1	Laying of clay tiles (a month after lime concrete)	Roof	Laying of clay tiles as the final layer on lime concrete	IS 654: 1992; IS 2690 (Part 1 & 2): 1981; IS 2114: 1984
2	Application of heat reflective paint	Roof	application of heat reflective paint as the final finish on waterproofing	IS 9862: 1981; IS 2395 (Part 1 & 2): 1994 ; IS 14787: 2000
3	Application of acrylic paint	Roof	Application of acrylic paint on the walls and parapet base (wherever required)	IS 2395: 1994; IS 5411, IS 15489
4	Repair works to RCC, RBC	2nd, 1st, Ground, Lower Ground floor (from 2nd floor to lower ground floor)	Cleaning and strengthening of RCC/RBC slabs	IS 9103: 1999 (Reaffirmed 2021); IS 2645: 2003; IS 13935: 2009; IS 456: 2000

5	Rust removal	2nd, 1st, Ground, Lower Ground floor (from 2nd floor to lower ground floor)	Cleaning of reinforcement bars and MS surfaces	IS 1477 (Part 1): 1971; IS 9954: 1981; IS 101 (Part 4/Sec 2): 1988
6	Anti-corrosive treatment	2nd, 1st, Ground, Lower Ground floor (from 2nd floor to lower ground floor)	Corrosion protection of unexposed old reinforcement	IS 8062: 1976; IS 2074: 1992; IS 1477 (Part 2): 1971
7	Strengthening & repair of beams	2nd, 1st, Ground, Lower Ground floor (from 2nd floor to lower ground floor)	Strengthening structural Beam by providing & fixing CARBON FILAMENT	IS 15988: 2013; IS 13935: 2009; ACI 440.2R-17
8	Bonding Agent	2nd, 1st, Ground, Lower Ground floor (from 2nd floor to lower ground floor)	Providing and applying epoxy bonding agent	IS 3085: 1965; IS 9103: 1999 (Reaffirmed 2021); IS 456: 2000; IS 2645: 2003
9	Mortar treatment for RCC/RBC	2nd, 1st, Ground, Lower Ground floor (from 2nd floor to lower ground floor)	Providing Polymer modified cement Mortar treatment	IS 2250: 1981
10	Grouting	2nd, 1st, Ground, Lower Ground floor (from 2nd floor to lower ground floor)	High strength grout inject	IS 1905: 1987 ; IS 4326: 2013; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981
11	Carbon wrapping	Ground, Lower Ground floor	Strengthening structural elements by providing & fixing CARBONFIBER	IS 15988: 2013; IS 13935: 2009; IS 456: 2000; ACI 440.2R-17
12	Brick consolidation	2nd, 1st, Ground, Lower Ground floor, Underground tunnel	In situ consolidation of masonry with bricks/ brick bats in lime mortar	IS 2212: 1991; IS 1905: 1987; IS 13935: 2009
13	Stone masonry repair	Dome & Chhatra external, 2nd, 1st, Ground, Lower Ground floor, Underground tunnel	In situ consolidation of masonry with stone blocks/aggregates in lime mortar	IS 1597 (Part 1 & 2): 1992; IS 2394: 1984; IS 4326: 2013; IS 3067: 1988; IS 2645: 2003
14	Brick consolidation	2nd, 1st, Ground, Lower Ground floor, Underground tunnel	In situ consolidation of masonry with bricks/ brick bats in lime mortar	IS 2212: 1991; IS 1905: 1987; IS 13935: 2009
15	Crack stitching	2nd, 1st, Ground, Lower Ground floor, Underground tunnel	Crack stitching with SS rods or stone lintels	IS 13935: 2009 ; IS 2212: 1991; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981 ; IS 4098: 1996; IS 13094: 1992
16	Grouting	2nd, 1st, Ground, Lower Ground floor, Underground tunnel	Grouting of cracks using lime-based slurries	IS 1905: 1987 ; IS 4326: 2013; IS 1597 (Part 1 & 2): 1992; IS 2250: 1981

17	Cornices & Mouldings	Dome & chhatri internal	Providing & fixing Ornamental Matching brick masonry mouldings & cornices	IS 2212: 1991; IS 13935: 2009; IS 1905: 1987; IS 2250: 1981
18	Plastering	Dome & chhatri internal	Application of lime/cement plaster on walls/ceiling, parapet, etc.	IS 1200 (Part 12): 1976 ; IS 1661: 1972; IS 2394: 1984
19	Application of lime punning	Dome & chhatri internal	Application of thin layer of lime punning plaster on walls/ceiling, parapet, etc.	IS 2394: 1984; IS 1635: 1992; IS 1661: 1972
20	Repointing of Masonry Joints	Dome & chhatri internal	repointing of stone and brick masonry walls and ceilings in lime/cement mortar	IS 2250: 1981; IS 1200 (Part 12): 1976 ; IS 2394: 1984
21	Whitewash	Tower, Dome & chhatri internal	Application of whitewash on masonry surfaces	IS 6278: 1971

E. RESTORATION OF ARCHITECTURAL ELEMENTS IN STONE/BRICK & WOOD REPAIR WORK – ROOF&FLOORS

1	Stonework in staircase	2nd, 1st, Ground, Lower Ground floor	Repair works to stone in staircases	IS 1597 (Part 1 & 2): 1992; IS 2394: 1984; IS 4326: 2013; IS 3067: 1988; IS 2645: 2003
2	Stonework in Arches and Domes	2nd, 1st, Ground, Lower Ground floor	Construction of stone masonry in arches and domes	IS 1597 (Part 1 & 2): 1992; IS 2394: 1984; IS 4326: 2013; IS 3067: 1988; IS 2645: 2003
3	Columns	2nd, 1st, Ground, Lower Ground floor	localised repairs to stone columns	IS 1597: 1992; IS 13935: 2009; IS 15477: 2019; IS 2645: 2003
4	Repair decorative stone elements	2nd, 1st, Ground, Lower Ground floor	localised repairs and replacement of decorative stone brackets,mouldings, door frames, jali, cornices, copings railing, etc.	IS 2212: 1991; IS 13935: 2009; IS 1905: 1987; IS 2250: 1981; IS 1597 (Part 1 & 2): 1992; IS 15477: 2019
5	Stone Chajja repair	2nd, 1st, Ground, Lower Ground floor		IS 1597 (Part 1 & 2): 1992; IS 2212: 1991; IS 3620: 1979; IS 15477: 2019
6	Masonry/lime cornices & Mouldings	2nd, 1st, Ground, Lower Ground floor	Providing & fixing Ornamental Matching brick masonry mouldings &	IS 2212: 1991; IS 13935: 2009; IS 1905: 1987; IS 2250: 1981

			cornices	
7	Paint removal from wood	All floors	Paint removal from wooden surface using chemicals/solvents and tools	IS 2395: 1994; IS 2338: 1967; IS 1477: 1971; IS 524: 1983
8	Door/window/celestory window/vents shutters & frames, railing, moulding, etc. repair	All floors	Repair to the damaged or deteriorated wooden section of the doors, windows	IS 4021: 1995 ; IS 1003: 1991; IS 2202: 1999; IS 848: 2006
9	Polish on wood	All floors	Application of polish on frames/ shutters	IS 2338: 1967; IS 348: 1968; IS 13745: 1993; IS 12406: 2021
10	Glass in openings	All floors	Providing & fixing glass in door/window shutters	IS 4021: 1995; IS 6315: 1992; IS 1081: 1960; IS 2190: 2010
11	Fixing latches/towerboltst	All floors	Fixing hardware on shutters	IS 204: 1992; IS 7196: 1974; IS 9973: 2008

F.FLOORING REPAIR

1	Dismantling of flooring	All floors	Careful dismantling of flooring	IS 13801: 2013 sandstone;
2	Laying and repair to sandstone flooring	All floors	Providing and laying sandstone flooring	IS 1443: 1972; IS 2114: 1984; IS 1237: 2012
3	Laying and repair to terrazzo flooring	All floors	Providing and laying terrazzo flooring	IS 5491: 1969; IS 2571: 1970; IS 2114: 1984; IS 1237: 2012
4	Laying and repair to marble flooring	All floors	Repair works to marble flooring	IS 1443: 1972; IS 2114: 1984; IS 1237: 2012
5	Pointing of Tile Joints	All floors	pointing of tiles in mortar	IS 1237: 2012

G. CLEANING & TREATMENT

1	Cleaning of sandstone surface	2nd, 1st, Ground, Lower Ground floor, Internal and External	Cleaning the sand stone surface and removing dirt, dust, grime, biological growth	IS 2394: 1984; IS 13094: 1992; IS 3067: 1988
2	Surface treatment	2nd, 1st, Ground, Lower Ground floor, Internal and External	Providing and applying antifungal wash treatment	IS 14787: 2000 ; IS 1661: 1972; IS 2395 (Part 1 & 2): 1994; IS 6278: 1971; IS 13416 (Part 2): 1992 ; IS 1200 (Part 12): 1976

3	Cleaning of steel/MS sections	2nd, 1st, Ground, Lower Ground floor, Internal and External	Removal of dirt, rust, old paint, oil grease etc. from steel sections	IS 1477 (Part 1): 1971; IS 9954: 1981; IS 101 (Part 4/Sec 2): 1988
---	-------------------------------	---	---	--

H	Finishing Works			
S · N o	Task/Activity	Location	Task Description	IS CODE Reference
1	Plastering	LGF, Ground, 1st & 2nd Floor, Parapet, intermediate walls, Tower, Dome & chhatri internal	Application of lime/cement plaster on walls/ceiling, parapet, etc.	IS 1200 (Part 12): 1976 ; IS 1661: 1972; IS 2394: 1984
2	Application of lime punning	LGF, Ground, 1st & 2nd Floor, Parapet, intermediate walls, Tower, Dome & chhatri internal	Application of thin layer of lime punning plaster on walls/ceiling, parapet, etc.	IS 2394: 1984; IS 1635: 1992; IS 1661: 1972
3	Repointing of Masonry Joints	Tunnnel, LGF, Ground, 1st & 2nd Floor, Parapet, intermediate walls, Tower, Dome & chhatri internal	repointing of stone and brick masonry walls and ceilings in lime/cement mortar	IS 2250: 1981; IS 1200 (Part 12): 1976 ; IS 2394: 1984
4	Application of acrylic paint	LGF, Ground, 1st & 2nd Floor, Parapet, intermediate walls, Dome & chhatri internal	Application of acrylic paint on masonry surfaces	IS 2395: 1994; IS 5411, IS 15489
5	Whitewash	LGF, Ground, 1st & 2nd Floor, Parapet, intermediate walls, Tower, Dome & chhatri internal	Application of whitewash on masonry surfaces	IS 6278: 1971
6	Art restoration	Ground Floor	Cleaning and primary consolidation of painted ceiling/wall surface with artwork	IS 15727: 2007; IS 14724: 1999; IS 2395 (Part 1 & 2): 1994; IS 1661: 1972
7	Door/window shutter fixing	all floors	Refixing of repaired door shutters including frames,	IS 1081: 1960; IS 4021: 1995; IS 4351: 2003; IS 204: 1992; IS 7196: 1974; IS 9973: 2008; IS 7196: 1974

S · N o	Task/Activity	Location	Task Description	IS CODE Reference
I	Toilet Works			
1	MEP Toilet Re-constructi on		Reconstruction of new toilet block with advanced services	
2	Cement Plaster	All floors	Application of cement plaster on wall, ceiling, etc.	
3	Laying new tile flooring	All floors	Providing and laying vitrified tiles	
4	Paint Applicatio n	All floors		IS 2395: 1994; IS 5411, IS 15489
5	Water supply	Building & Site level	Providing water supply for the toilets, wash areas, kitchen, etc.	
6	Sanitary installatio ns	Building level	Providing and fixing sanitary fixtures/fittings	
7	Foundatio n repair works	LGF, tunnel	repair works to the foundation through consolidation and grouting	
8	Site drainage		Providing appropriate site level drainage	IS 1172: 1993; IS 5329: 1983; IS 1742: 1983

Material Testing Standards

S. No	Task/Activity	Task Description	IS CODE Reference
1	Selection of Limestone	General standards for selection	IS 712: 1984
		Class A — Eminently hydraulic lime used for structural purposes.	

		Class B — Semi-hydraulic lime used for masonry mortars, lime concrete and plaster undercoat.	
		Class C — Fatlime used for finishing coat in plastering, whitewashing, composite mortars, etc, and with addition of pozzolanic materials for masonry mortar.	
2	Testing of Limestone before procurement	Sampling for testing	IS 712: 1984 Appendix A
		Chemical composition test	IS 6932 Parts 1 - 1973
		Moisture content and lime content	IS: 1514 - 1959
		Physical properties tests	IS 6932 1973 & 1984
3	Entry of limestone to the site and handling	Check for packaging, labelling of type, IS code, and marking of date	IS 712: 1984 - 6, 7
4	Storage of limestone	Storage of sealed limestone in shaded and covered spaces	IS 712: 1984 - 8
5	Preparation of mortar	Storage of sealed lime in shaded and covered spaces	IS 2250:1981
6	Testing of mortar	Quality test as per requirements and standards	IS 2250:1981; IS 1624:1986; IS 2386 Part 1
7	Packing and storage	Storage of sealed lime in shaded and covered spaces	IS 712: 1984
8	Preparation of plaster	Storage of sealed lime in shaded and covered spaces	IS 2250:1981
9	Testing of plaster	Quality test as per requirements and standards	IS 2250:1981; IS 1624:1986; IS 2386 Part 1
10	Sampling of plaster for final finish	Sample patches to be made on a surface with/without pigments for approval	IS 2250:1981
11	Preparation of lime concrete		IS 2250:1981; IS 712: 1984

12	Testing of lime concrete	Quality test as per requirements and standards	IS 2250:1981; IS 2386 Part 1
13	Preparation of lime putty		IS 2250:1981
14	Testing of lime putty	Quality test as per requirements and standards	
15	Storage of lime putty	Storage of lime wash in closed drums in shaded and covered spaces	IS 712: 1984
16	Preparation of lime wash		IS 2250:1981
17	Testing of lime wash	Quality test as per requirements and standards	
18	Storage of lime wash	Storage of lime wash in closed drums in shaded and covered spaces	IS 712: 1984

Sand Stone/Granite			
S. No	Task/Activity	Task Description	IS CODE Reference
1	Selection of stone	sample testing	IS 3622: 1977
2	Testing of stone	Physical/chemical tests	IS 1124:1974, IS 2386:1963
3	Entry of stone to the site and handling	Check for packaging, labelling of type, IS code	
4	Storage of stone	Storage of stone in dry areas	
5	Polishing of stone	Polishing of stone	

MARBLE			
S. No	Task/Activity	Task Description	IS CODE Reference
1	Selection of stone	sample testing	IS 1130: 1969
2	Testing of stone	Physical/chemical tests	IS 1124: 1974

3	Entry of stone to the site and handling	Check for packaging, labelling of type, IS code	
4	Storage of stone	Storage of stone in dry areas	
5	Polishing of stone	Polishing of stone	
CLAY TILES			
S. No	Task/Activity	Task Description	IS CODE Reference
1	Selection of tiles	selection as per size requirement	IS 654: 1992
2	Entry of material to the site and handling	Check for packaging, labelling of type, IS code	
3	Storage of tiles	Storage of tiles in dry areas	

1.3.5. Marble

Marble is a widely used natural stone in construction and interior design due to its elegance, durability, and versatility. To ensure high-quality installation, proper selection, testing, handling, storage, and polishing of marble are essential.

1. Selection of Marble

- Appearance & Color: Marble should be of matching color, veining pattern, and surface texture to the existing stone in the structure.
- Strength & Density: High-quality marble should be dense, compact, and free from internal cracks.
- Water Absorption & Porosity: Lower porosity ensures durability. Good-quality marble should have a water absorption of less than 0.5%.
- Workability: The stone should be easy to cut, shape, and polish without excessive breakage.

2. Testing of Marble

Marble should be tested as per IS 1130:1969 (Marble Blocks, Slabs, and Tiles) and other relevant IS codes to ensure its quality.

a) Compressive Strength Test (IS 1121:1974 Part 1)

- Determines the load-bearing capacity of marble.
- A cube-shaped sample is subjected to a gradual compressive load in a testing machine.
- Requirement: Should have a minimum strength of 35-60 MPa.

b) Water Absorption Test (IS 1124:1974)

- A sample is dried, weighed, immersed in water for 24 hours, and reweighed.
- Requirement: Water absorption should be below 0.5% to ensure durability.

c) Hardness Test (Mohs Scale)

- Marble is tested for hardness using a scratch test.
- Requirement: Good-quality marble should have a hardness between 3-4 on the Mohs scale.

d) Flexural Strength Test (IS 1130:1969)

- Measures the ability of marble slabs to resist bending under load.
- Requirement: The flexural strength should be greater than 10 MPa.

3. Entry of Marble to the Site and Handling

- **Inspection:** Upon arrival, marble slabs and tiles should be checked for cracks, uniformity in thickness, and consistency in color and veining.
- **Unloading:**
 - Large slabs should be lifted using cranes with nylon straps (avoid metal chains to prevent damage).
 - Smaller tiles should be handled manually with care to prevent chipping.
- **Stacking:** Slabs should be stored vertically with wooden spacers, while tiles should be stacked flat with soft padding between them.

4. Storage of Marble

- **Covered & Shaded Area:** Store marble in a dry, well-ventilated, covered area to protect it from moisture and dust.
- **Stacking Method:**
 - Large slabs should be stored vertically with wooden supports to prevent warping.
 - Tiles should be placed in wooden crates with cushioning to avoid edge chipping.
 - Avoid placing heavy loads on top of stacked marble, as it may lead to cracks.
- **Protection from Staining:** Marble is porous and can absorb stains. Cover stored marble with plastic sheets or fabric to prevent contamination.

Pressed Clay Tiles

Pressed clay tiles are to be used for roofing, due to their durability, thermal insulation, and aesthetic appeal. Ensuring proper selection, handling, storage, and testing is crucial for maintaining quality and performance.

1. Selection of Pressed Clay Tiles

The selection of pressed clay tiles is based on the following criteria:

a) Material Quality & Composition

- Tiles should be made from high-quality clay, free from excessive organic impurities.
- The clay should be well-processed and pressed under high pressure for uniform strength.

b) Size & Dimensional Accuracy (IS 1237:2012 for Floor Tiles, IS 654:1992 for Roofing Tiles)

- Tiles should be uniform in size, thickness, and shape.
- Dimensional tolerance should be within ± 2 mm for length and width and ± 0.5 mm for thickness.

c) Strength & Durability

- The tile should have high compressive strength and be resistant to wear.
- It should not break easily under impact or load.

d) Water Absorption (IS 13755:1993 for Clay Roof Tiles)

- Good-quality tiles should have low water absorption (<20%) to prevent moisture damage.

e) Surface Finish & Appearance

- The surface should be smooth, well-fired, and free from cracks or warping.
- Color should be uniform with no visible spots or discolored patches

2. Entry of Material to the Site and Handling

a) Inspection Upon Arrival

- Verify the packaging and labeling for compliance with the IS code.
- Check for damaged or broken tiles during transportation.
- Confirm that tiles are from an approved supplier and meet quality standards.

c) Handling Methods

- Tiles should be handled carefully to prevent edge breakage.
- Avoid dropping or rough handling to minimize cracks and chips.
- Use wooden pallets and cushioning materials when unloading.

3. Storage of Pressed Clay Tiles

a) Storage Area & Conditions

- Store tiles in a dry, shaded, and well-ventilated space to prevent moisture absorption.
- Keep the area clean and free from dust or chemical contaminants.

b) Stacking Method

- Tiles should be stacked vertically with wooden separators to prevent chipping.
- Maximum stack height should not exceed 1.5 meters to avoid excessive load pressure.

c) Protection from Weather

- Cover with plastic sheets or tarpaulins to protect from rain and sunlight.
- Ensure proper drainage in the storage area to prevent water accumulation.

4. Field & Laboratory Tests for Pressed Clay Tiles

Field Tests:

1. Visual Inspection:
 - Check for cracks, warping, and surface irregularities.
 - Tiles should be evenly colored and well-finished.
2. Soundness Test:
 - Strike two tiles together—a clear ringing sound indicates a well-fired, strong tile.
3. Water Absorption Test:
 - Submerge the tile in water for 24 hours and observe.
 - If it absorbs too much water, it may not be durable.
4. Drop Test:
 - Drop the tile from 1-meter height onto a hard surface.
 - A high-quality tile will not break easily.

Laboratory Tests:

1. Compressive Strength Test (IS 13630:2006)
 - Measures the ability of tiles to withstand pressure.
 - A tile sample is subjected to gradual compressive force until failure.
 - Requirement: Should have a minimum strength of 100 kg/cm².
2. Water Absorption Test (IS 13755:1993)
 - Weigh the tile before and after immersion in water for 24 hours.
 - Requirement: Water absorption should be <20% for roofing tiles and <10% for flooring tiles.
3. Flexural Strength Test (IS 1237:2012 for Floor Tiles)
 - Determines the bending resistance of the tile.
 - Requirement: Minimum 3 MPa for standard clay tiles.

SECTION 4

BILL OF QUANTITIES (BOQ)

General Description of work:

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

Probable Amount of Contract:

(Rs. In Figure)

(Rs. In Words)

S. No.	Particulars of Item of Work	Quantity	Unit	Rate	Amount (in figure)	Amount (in words)	Remarks
I	II	III	IV	V	VI	VII	VIII
As Per Schedule Attached							
	~						
	Total Amount (Rs. In Figure)						

Total Amount(Rs.In Words)

—

Executive Engineer,
UDA Ujjain

SECTION 5
AGREEMENT FORM
AGREEMENT

This agreement, made on the..... between **Executive Engineer uda Ujjain**(name and address of Employer) (hereinafter called " the Employer) and.....(name and address of contractor) hereinafter called "the Contractor" of the other part.

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

NOW THIS AGREEMENT WITNESSED as follows:

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

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

The Common Seal of _____ was hereunto affixed
in the presence of:

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

Executive Engineer
UDA Maints. Dn. No. 2 Ujjain

Binding Signature of Contractor

कार्यालय प्रमुख अभियंता,

म.प्र. लोक निर्माण विभाग, निर्माण भवन, अरेरा हिल्स, भोपाल (म.प्र.)

Website : www.mp.gov.in/pwdmp

Email : pwdbhop@mp.nic.in

Phone No.- 0755-2551485, Fax - 2556527

क्रमांक/संचार/लोनवि/2016/1302

भोपाल,दिनांक 28-04-2016

प्रति,

समस्त मुख्य अभियंता/
समस्त अधीक्षण यंत्री/
समस्त कार्यपालन यंत्री
लोक निर्माण विभाग मध्यप्रदेश।

विषय:- कांकीट के कार्यों में मैनूफैक्चर्ड सैंड के उपयोग के संबंध में।

—00—

यह पाया गया है कि कतिपय रिजिड पेवमेंट्स के कार्यों में जिनमें मैनूफैक्चर्ड सैंड का उपयोग किया गया है की ऊपरी सतह खराब हो गई है। प्रारंभिक अनुमान के आधार पर मैनूफैक्चर्ड सैंड का एब्रेशन रेजिस्टेंस अपेक्षाकृत कम होने के कारण ऐसी स्थिति निर्मित हो सकती है। इस विषय पर विस्तृत विचार-विमर्श/परामर्श किया जा रहा है। इस बीच यह निर्देशित किया जाता है कि कांकीट के कार्यों में मैनूफैक्चर्ड सैंड तथा नैचुरल सैंड को मिलाकर उपयोग किया जाये। जिसमें मैनूफैक्चर्ड सैंड का उपयोग 50 प्रतिशत से अधिक न किया जाये।

उपरोक्त निर्देशों का समावेश अनुबंध में भी किया जाये।

(अखिलेश अग्रवाल)

प्रमुख अभियंता

लोक निर्माण विभाग, मध्यप्रदेश

भोपाल,दिनांक 28-04-2016

पृ. क्रमांक/संचार/लोनवि/2016/1303

प्रतिलिपि:-

1. निज सहायक, माननीय मंत्री जी लोक निर्माण विभाग मध्यप्रदेश।
2. प्रमुख सचिव, म.प्र. शासन लोक निर्माण विभाग, मंत्रालय भोपाल। मुख्य अभियंताओं की बैठक दिनांक 28-4-2016 में दिये गये निर्देशों के क्रम में सूचनार्थ।
3. मुख्य अभियंता, यो/ब, कार्यालय प्रमुख अभियंता लोक निर्माण विभाग भोपाल।
4. मुख्य अभियंता एमडीआर, कार्यालय प्रमुख अभियंता लोक निर्माण विभाग भोपाल।
5. सामान्य शाखा/संचार, कार्यालय प्रमुख अभियंता लोक निर्माण विभाग भोपाल।

Dr. Mathie
11/10/16

2
20/4/16.

(अखिलेश अग्रवाल)

प्रमुख अभियंता

लोक निर्माण विभाग, मध्यप्रदेश

मध्यप्रदेश शासन
लोक निर्माण विभाग मंत्रालय
वटलभ भवन, भोपाल

क्रमांक एक - 58/24/15/19/यो

भोपाल दिनांक ...-8-2015

प्रति,

प्रमुख अभियंता
लोक निर्माण विभाग
27-28, निर्माण भवन, अरेरा हिल्स,
भोपाल।

दियव:- विभाग में किये जा रहे डामरीकरण कार्यों में प्रयुक्त की जाने वाली मशीनरी के संबंध में।

---0---

विभाग में चल रहे डामरीकरण कार्यों के संबंध में कार्यों की गुणवत्ता सुनिश्चित करने के लिये प्रयुक्त की जाने वाली मशीनरी के संबंध में निम्नानुसार निर्देश जारी किये जाते हैं:-

1. सड़कों वः ऐसे समस्त कार्य जिनमें डामरीकरण के कार्य में डीबीएम तथा बीसी का प्रावधान रखा गया है, वहां पर न्युमेटिक टायर रोलर का उपयोग का प्रावधान निविदा प्रपत्र में किया जाये। ऐसे समस्त कार्य जिनमें डामरीकरण कार्य की लागत रु. 5 करोड़ से अधिक की है तथा जिनमें डीबीएम तथा बीसी का प्रावधान रखा गया है में आवश्यक रूप से न्युमेटिक रोलर के अतिरिक्त कम्प्यूटराईज्ड बैच मिक्स प्लांटका भी प्रावधान निविदा प्रपत्र में किया जाये।
2. जहां भी मार्ग का कार्य डब्ल्यू एम एम लेयर अथवा उसके नीचे की लेयर्स से किया जाना है तथा डामरीकृत कार्य में डीबीएम एवं बीसी का प्रावधान है वहां डामरीकरण कार्य सेंसर पेवर से ही किया जाये। इस संबंध में डब्ल्यू एम एम की द्वितीय परत भी सेंसर पेवर से ही की जाये। जिससे डामरीकृत लेयर्स की मोटाई एक जैसी प्रावधानानुसार सुनिश्चित की जाकर डिजाईन्ड प्रोफाईल प्राप्त की जा सके।
3. डामरीकरण के कार्यों हेतु जो भी लोड प्लांट से साईट पर जायेंगे उनके संबंध में टेकेदार कम्प्यूटराईज्ड स्लिप विभाग को प्रस्तुत करेंगे किंतु यह स्पष्ट किया जाता है कि कम्प्यूटराईज्ड स्लिप गुणवत्ता का आधार नहीं माना जायेगी तथा किये गये कार्य की गुणवत्ता संबंधित टेस्ट रिजल्ट्स के आधार पर ही आंकी जायेगी। कम्प्यूटराईज्ड स्लिप की जानकारी विभाग द्वारा फ्रॉस चेकिंग हेतु उपयोग में ली जा सकती है।

(सी. पी. अग्रवाल)

सचिव

म.प. शासन, लोक निर्माण विभाग

प्रतिलिपि:-

1. निज सहायक, माननीय मंत्री जी लोक निर्माण विभाग भोपाल। ✓
2. समस्त मुख्य अभियंता, लोक निर्माण विभाग, मध्यप्रदेश। मध्य प्रदेश अन्तर्पुर
3. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग, मध्यप्रदेश।
4. समस्त कार्यपालन यंत्री लोक निर्माण विभाग, मध्यप्रदेश।

अपडॉल ई.ई. 2
565

सा
D

म.प. शासन
88-8

6/8/2015

(सी. पी. अग्रवाल)

सचिव

म.प. शासन, लोक निर्माण विभाग

इसे वेबसाइट www.govtpressmp.nic.in से भी डाउन लोड किया जा सकता है.



मध्यप्रदेश राजपत्र

(असाधारण)
प्राधिकार से प्रकाशित

क्रमांक 148]

भोपाल, बुधवार, दिनांक 28 मार्च 2020—वै. 8, तक 1942

विधि और विधायी कार्य विभाग

भोपाल, दिनांक 28 मार्च 2020

क्र. 237-67-इकॉस-अ(प्रा).—भारत के संविधान के अनुच्छेद 213 के अधीन मध्यप्रदेश के राज्यपाल द्वारा प्रख्यापित किया गया निम्नलिखित अध्यादेश सर्वसाधारण की जानकारी हेतु प्रकाशित किया जाता है.

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार,
आर. पी. गुप्ता, अवर सचिव.

"(4) उपधारा (2) में अन्तर्विष्ट किसी सीमा या लक्ष्य के होते हुए भी, 31 मार्च, 2020 को समाप्त होने वाले वित्तीय वर्ष के लिए, राज्य सरकार रूपए 4443.00 करोड़ का अतिरिक्त ऋण प्राप्त कर सकेगी, जो कि उपधारा (2) में उल्लिखित किसी सीमा या लक्ष्य के विरुद्ध संगणित नहीं किया जाएगा।"

4. इस अध्यादेश के प्रवर्तन की कालावधि के दौरान भारतीय स्टाम्प अधिनियम, 1899 केन्द्रीय अधिनियम क्रमांक दो सन (1899 का दो) धारा 5 में विनिर्दिष्ट संशोधनों 1899 का अस्थाई रूप से संशोधित के अध्याधीन प्रभावी होगा।

किया जाना

5. मध्यप्रदेश राज्य को लागू हुए रूप में भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) को, मध्यप्रदेश राज्य को लागू इसमें इसके पश्चात् उपबंधित रीति में संशोधित हुए रूप में केन्द्रीय किया जाए—
अधिनियम, 1899 का संख्यांक 2 की अनुसूची 1-क का संशोधन.

अनुसूची 1-क में,— (1) अनुच्छेद 6 में, खण्ड (छ ख) के स्थान पर, निम्नलिखित खण्ड स्थापित किया जाए, अर्थात् :-

"(छ ख) कोई संकर्म सविदा, जिसमें सविदा के सम्यक् अनुपालन अथवा किसी दायित्व के सम्यक् निर्वहन को प्रतिभूत करने वाला कोई करार अंतर्विष्ट हो और जो कोई विकास अथवा निर्माण करार अथवा प्रतिभूति बंध पत्र न हो—

(एक) यदि सविदा मूल्य पचास लाख पांच सौ रूपए रूपए तक है

(दो) यदि सविदा मूल्य पचास लाख पांच लाख रूपए की रूपए से अधिक है अधिकतम सीमा के अध्याधीन रहते हुए सविदा मूल्य का 0.1 प्रतिशत"।

कार्यालय प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

27-28, निर्माण भवन, प्रथम तल, अरेरा हिल्स, भोपाल (म. प्र.)
Website: www.mppwd.gov.in Email: pwdbhop@mp.nic.in
- Tel. No. -0755-2551485 Fax No.- 0755-2556527

क्रमांक/लोनवि/2015/संचार/ 1069
प्रति,

भोपाल दिनांक 02-05-2015

समस्त मुख्य अभियंता/
समस्त अधीक्षण यंत्री/
समस्त कार्यपालन यंत्री
लोक निर्माण विभाग, मध्यप्रदेश।

विषय:- कांक्रिट मार्ग (रीजिड पेवमेंट) निर्माण के कार्यों में गुणवत्ता सुनिश्चित करने के संबंध में निर्देश।

--00--

कतिपय प्रकरणों में यह देखने में आया है कि विभाग में कांक्रिट पेवमेंट के जो कार्य कराये जा रहे हैं वे निर्धारित मानक स्तर के नहीं हैं। ऐसी स्थिति में कांक्रिट पेवमेंट में या तो गहरे क्रेक्स परिलक्षित होते हैं अथवा मार्ग की सतह अत्यंत खराब हो जाती है। इस प्रकार की परिस्थिति पीक्यूसी कार्य में प्रयुक्त की जा रही कांक्रिट की अल्प गुणवत्ता के कारण ही मुख्यतः होती है।

उपरोक्त परिस्थितियों को ध्यान में रखते हुये कांक्रिट पेवमेंट की गुणवत्ता सुनिश्चित करने के मान से निम्नानुसार निर्देश प्रसारित किये जाते हैं:-

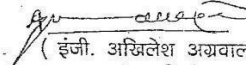
- अ. कांक्रिट मार्ग के निर्माण हेतु एमओआरटी एण्ड एच, आई आर सी एवं आई एस के संबंधित निर्देशों / मापदण्डों का पालन किया जाये।
- ब. गुणवत्ता की दृष्टि से इन कार्यों के संबंध में निम्नानुसार मुख्य बिन्दुओं का पालन आवश्यक रूप से सुनिश्चित किया जाये -
 1. ड्रायलीन कांक्रिट के कार्य पर प्रत्येक 1000 वर्गमीटर के कार्य हेतु काम्प्रेसिव स्ट्रेंथ की टेस्टिंग के लिये कम से कम 3 सेम्पल्स लिये जायें (संदर्भ आई एस 516 एवं एम ओ आर टी एण्ड एच क्लाज 903.5.1.1)।
 2. पेवमेंट कांक्रिट के कार्य पर प्रत्येक 150 क्यूबिक मीटर कार्य के लिये कम से कम 3 बीम एवं 3 क्यूब स्पेसिमेन लिये जायें। 1 स्पेसिमेन में 6 क्यूब तथा 6 बीम होंगे जिनमें से तीन 7 दिवस के पश्चात तथा तीन 28 दिवस के पश्चात टेस्ट किये जायेंगे। यदि एक कार्य दिवस में 150 क्यूबिक मीटर से कम कार्य किया जाता है तो भी कम से कम उपरोक्तानुसार 3-3 स्पेसिमेन लिये जाने होंगे (संदर्भ आई एस 516 एवं एम ओ आर टी एण्ड एच क्लाज 903.5.2.1)।

IT cell
upload -
5
02/05

4

86

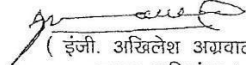
3. पेवमेंट कांक्रिट का कार्य किये जाने के पश्चात बीम एवं कांक्रिट क्यूब्स की 7 दिवस स्ट्रेंथ टेक पाये जाने पर टेकेदार को संबंधित कार्य का 50 प्रतिशत भुगतान किया जा सकेगा। कारस्टिंग के 28 दिवस पश्चात पेवमेंट से कोर कटर के माध्यम से सेम्पल्स लिये जाकर तथा उनकी टेस्टिंग विभागीय एवं एनएबीएल प्रयोगशालाओं में पूर्व निर्देशों के अनुसार किये जाने तथा किया गया कार्य मापदण्ड के अनुसार पाये जाने पर ही शेष 50 प्रतिशत राशि का भुगतान किया जाये। यह स्पष्ट किया जाता है कि यदि कार्य 28 दिवस की टेस्टिंग में मानक अनुसार (मोटाई एवं कामप्रेसिव स्ट्रेंथ के मान से) नहीं पाया जाता है तो संबंधित कार्य अमान्य करते हुये, इसके विरुद्ध पूर्व में किये गये 50 प्रतिशत भुगतान की रिकवरी तत्काल संबंधित बिल से की जाये।
4. यह स्पष्ट किया जाता है कि सामान्यतः कोर हेतु 1 कि.मी. लंबाई के कार्य में 3 कोर सेम्पल्स लिये जायें। 1 कि.मी. से कम लंबाई के कार्य में 2 सेम्पल भी लिये जा सकते हैं। सेम्पल ऐसे स्थानों से लिये जायें जहां विजुअल इंस्पेक्शन से कांकीट की गुणवत्ता संदेहास्पद है। जहां से भी सेम्पल लिये जायें उस होल को तत्काल एम40 कांकीट से भरवाया जाना भी सुनिश्चित किया जाये।
5. भविष्य में जिन कार्यों पर कांकीट पेवमेंट का पूर्ण अथवा आंशिक कार्य किया जाना है उनमें निविदा बुलाते समय इस परिपत्र को निविदा प्रारूप का भाग बनाया जाये।


(इंजी. अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

पृ. क्रमांक/लोनवि/संचार/2015/ 1070
प्रतिलिपि:-

भोपाल,दिनांक 02-05-2015

1. विशेष सहायक, माननीय मंत्री जी, म.प्र. शासन लोक निर्माण विभाग भोपाल।
2. प्रमुख सचिव, म.प्र. शासन, लोक निर्माण विभाग मंत्रालय, भोपाल।
3. वरिष्ठ मिज सहायक, प्रमुख अभियंता लोक निर्माण विभाग भोपाल।


(इंजी. अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

कार्यालय प्रमुख अभियंता

लोक निर्माण विभाग मध्यप्रदेश

27-28, निर्माण भवन, प्रथम तल, अरेरा हिल्स, भोपाल (म. प्र.)

Website : www.mppwd.gov.in

Email : pwdbhop@mp.nic.in

Telephone No.-0755-2551485 Fax No.- 0755-2556527

क्र संचार/लोनवि/सर्कुलर /2016/ 2629
प्रति,

भोपाल दिनांक 09-8-2016

समस्त मुख्य अभियंता,
म.प्र. लोक निर्माण विभाग,
..... परिक्षेत्र

विषय:- मार्ग निर्माण कार्यों में फ्लाई ऐश उपयोग करने बाबत।

विभाग में फ्लाई ऐश से अर्थ वर्क के कार्य हेतु पूर्व जारी किये गये निर्देशों को अधिक्रमित करते हुये निम्नानुसार निर्देश जारी किये जाते हैं:-

1. सड़कों के इम्बेकमेंट का कार्य आई.आर.सी. स्पेशल पब्लिकेशन 58-2001 के अनुसार किया जाये।
2. ऐसे सड़क कार्य तथा आर.ओ.बी. के कार्य जिसमें इम्बेकमेंट की ऊँचाई 3 मीटर से अधिक हो में फ्लाई ऐश का उपयोग अनिवार्य रूप से किया जाये। यहां पर यह स्पष्ट किया जाता है जिसमें आर.ई.वाल का निर्माण किया जाना है उसमें फ्लाई ऐश का उपयोग न किया जाये।

यह निर्देश केवल उन्हीं प्रकरणों में प्रभावशील होंगे जिसमें निर्माण कार्य थर्मल स्टेशन से 300 किलोमीटर की दूरी की परिधि में हों। उपरोक्तानुसार निर्देशों का कड़ाई से पालन किया जाये तथा इसे अनुबंध का हिस्सा भी बनाया जाये।

(अखिलेश अग्रवाल)

प्रमुख अभियंता

लोक निर्माण विभाग, मध्यप्रदेश

पृ. क्र. संचार/लोनवि/सर्कुलर /2016/ 2630
प्रतिलिपि -

भोपाल दिनांक 09-8-2016

1. निज सहायक, माननीय मंत्रीजी लोक निर्माण विभाग।
2. प्रमुख सचिव, म.प्र. शासन, लोक निर्माण विभाग, भोपाल।
3. समस्त अधीक्षण यंत्री, म.प्र. लोक निर्माण विभाग
4. समस्त कार्यपालन यंत्री, म.प्र. लोक निर्माण विभाग
5. आई.टी.सेल, कार्यालय प्रमुख अभियंता, लोक निर्माण विभाग, भोपाल की ओर। परिपत्र मेल से समस्त संबंधित को प्रेषित किये जाने एवं विभाग की वेबसाइट पर अपलोड किये जाने हेतु अग्रेषित।

(अखिलेश अग्रवाल)

प्रमुख अभियंता

लोक निर्माण विभाग, मध्यप्रदेश

कार्यालय प्रमुख अभियंता,

म.प्र. लोक निर्माण विभाग, 27-28, निर्माण भवन, प्रथम तल, अरेरा हिल्स, भोपाल

Website : www.mppwd.gov.in

Phone No. - 0755-2551485, Fax - 2556527

Email : pwbhbp@mp.nic.in

क्रमांक/लोनवि/2016/सर्कुलर/संचार/3625 भोपाल, दिनांक 25/10/2016
प्रति,

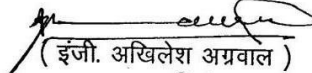
समस्त मुख्य अभियंता,
समस्त अधीक्षण यंत्री,
समस्त कार्यपालन यंत्री,
लोक निर्माण विभाग, मध्यप्रदेश ।

विषय :- कांक्रीट मार्ग (रीजिड पेवमेंट) निर्माण के कार्यों में गुणवत्ता सुनिश्चित करने के संबंध में निर्देश ।
संदर्भ:- इस कार्यालय का परिपत्र क्रमांक लोनवि/2015/संचार/1069 भोपाल दिनांक 2-5-2016

उपरोक्त संदर्भित परिपत्र के बिन्दु क्रमांक-3 में निम्नानुसार आंशिक संशोधन किया जाता है।

पेवमेंट कांक्रीट का कार्य किये जाने के पश्चात बीम एवं कांक्रीट की 7 दिवस की स्ट्रेंथ ठीक पाये जाने पर ठेकेदार को संबंधित कार्य का 50 प्रतिशत भुगतान किये जाने के प्रावधान के स्थान पर 75 प्रतिशत का भुगतान किया जाये। शेष 25 प्रतिशत भुगतान 28 दिवस के पश्चात कार्य मापदण्डानुसार पाये जाने पर किया जाये। शेष निर्देश पूर्वानुसार ही रहेंगे।

उपरोक्त निर्देशों का कड़ाई से पालन किया जाना सुनिश्चित किया जाये।


(इंजी. अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

पृ. क्रमांक/लोनवि/2016/सर्कुलर/संचार/
प्रतिलिपि -

भोपाल, दिनांक 25/10/2016

1. विशेष सहायक, माननीय मंत्री जी, म.प्र. शासन, लोक निर्माण विभाग भोपाल।
2. प्रमुख सचिव, म.प्र. शासन, लोक निर्माण विभाग, मंत्रालय, भोपाल ।
3. वरिष्ठ निज सहायक, प्रमुख अभियंता लोक निर्माण विभाग निर्माण भवन अरेरा हिल्स, भोपाल।

(इंजी. अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

SECTION 3 (Conditions of Contract)
Part - II Special Conditions of Contract [SCC]
Additional Special Conditions of Contract

BIDDERS ARE REQUIRED TO OFFER THEIR BIDS EXCLUSIVE OF APPLICABLE GST. THE GST SHALL BE PAID BY THE GOVT. TO THE CONTRACTOR SEPARATELY.

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक 4977/6871/2017/19/यो
प्रति.

भोपाल, दिनांक 23/09/2017

- 1 प्रमुख अभियंता,
लोक निर्माण विभाग,
भोपाल।
- 2 प्रबंध संचालक,
म.प्र. रोड डेव्हलपमेंट कार्पो. लि.,
भोपाल।
- 3 समस्त मुख्य अभियंता (रा.रा. सहित),
लोक निर्माण विभाग,
म.प्र.

विषय: सड़क मार्गों में वर्तमान अनुबंधों के अंतर्गत परफारमेंस गारंटी को समाप्त किया जाना।
संदर्भ: प्रमुख अभियंता लोक निर्माण विभाग भोपाल का पत्र क्र. 401/सा/विविध/
103/2016/1080 दिनांक 17.11.2016

म.प्र. शासन लोक निर्माण विभाग के पत्र क्र. एफ-41/1/9/यो/0 दिनांक
31.10.2005 से सड़क मार्गों में वर्तमान अनुबंधों के अंतर्गत परफारमेंस गारंटी को समाप्त किये
जाने के आदेश जारी किये गये थे, के सम्बन्ध में राज्य शासन एतद् द्वारा इस आदेश के
तारतम्य में निम्न निर्देश जारी किये जाते हैं।

उन सड़कों पर जहाँ राज्य शासन अथवा सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत
सरकार द्वारा पुनः किसी अन्य योजना में मार्ग का उन्नयन करने की स्वीकृति जारी की जाती
है, वहाँ निम्न तालिकाओं के अनुसार राशि वसूल कर परफारमेंस गारंटी की शेष राशि ठेकेदार
द्वारा विमुक्त की जाये।

तालिका क्रमांक-1

(3 वर्ष की पी.जी. हेतु)

पूर्ण किये गये वर्ष (वास्तविक पूर्णता की तिथि)	वसूली जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)	विमुक्त की जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)
प्रथम वर्ष तक	प्रथम तिमाही 60 प्रतिशत द्वितीय तिमाही 55 प्रतिशत तृतीय तिमाही 50 प्रतिशत चतुर्थ तिमाही 45 प्रतिशत	40 प्रतिशत 45 प्रतिशत 50 प्रतिशत 55 प्रतिशत
1 से 2 वर्ष तक	प्रथम तिमाही 40 प्रतिशत द्वितीय तिमाही 35 प्रतिशत तृतीय तिमाही 30 प्रतिशत चतुर्थ तिमाही 25 प्रतिशत	60 प्रतिशत 65 प्रतिशत 70 प्रतिशत 75 प्रतिशत
2 से 3 वर्ष तक	प्रथम तिमाही 20 प्रतिशत द्वितीय तिमाही 15 प्रतिशत तृतीय तिमाही 10 प्रतिशत चतुर्थ तिमाही 05 प्रतिशत	80 प्रतिशत 85 प्रतिशत 90 प्रतिशत 95 प्रतिशत
3 से 4 वर्ष तक	-	100 प्रतिशत

श्री अशोक
10/10
सामान्य

CEP

25/4/76
9/10/17

प्रकरण क्रं.-2 : वे सड़के जिनकी परफारमेंस गारंटी अवधि (4 वर्ष) हो।

जहाँ 4 वर्ष की परफारमेंस गारंटी हो वहाँ परफारमेंस गारंटी में से वसूली एवं विमुक्त की जाने वाली राशि तालिका क्रमांक-2 के अनुसार होगी।

तालिका क्रमांक-2

(4 वर्ष की पी.जी. हेतु)

पूर्ण किये गये वर्ष (वास्तविक पूर्णता की तिथि)	वसूली जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)	विमुक्त की जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)
प्रथम वर्ष तक	60 प्रतिशत	40 प्रतिशत
प्रथम तिमाही	60 प्रतिशत	40 प्रतिशत
द्वितीय तिमाही	56.25 प्रतिशत	43.75 प्रतिशत
तृतीय तिमाही	52.50 प्रतिशत	47.50 प्रतिशत
चतुर्थ तिमाही	48.75 प्रतिशत	51.25 प्रतिशत
1 से 2 वर्ष (द्वितीय वर्ष)	45.00 प्रतिशत	55.00 प्रतिशत
प्रथम तिमाही	45.00 प्रतिशत	55.00 प्रतिशत
द्वितीय तिमाही	41.25 प्रतिशत	58.75 प्रतिशत
तृतीय तिमाही	37.50 प्रतिशत	62.50 प्रतिशत
चतुर्थ तिमाही	33.75 प्रतिशत	66.25 प्रतिशत
शेष (तृतीय वर्ष)	30 प्रतिशत	70 प्रतिशत
प्रथम तिमाही	30 प्रतिशत	70 प्रतिशत
द्वितीय तिमाही	26.25 प्रतिशत	73.75 प्रतिशत
तृतीय तिमाही	22.50 प्रतिशत	77.50 प्रतिशत
चतुर्थ तिमाही	18.75 प्रतिशत	81.25 प्रतिशत
शेष (तृतीय वर्ष)	15.00 प्रतिशत	85.00 प्रतिशत
प्रथम तिमाही	15.00 प्रतिशत	85.00 प्रतिशत
द्वितीय तिमाही	11.25 प्रतिशत	88.75 प्रतिशत
तृतीय तिमाही	7.50 प्रतिशत	92.50 प्रतिशत
चतुर्थ तिमाही	3.75 प्रतिशत	96.25 प्रतिशत
4 से अधिक	0 प्रतिशत	100 प्रतिशत

तालिका क्रमांक-3

(5 वर्ष की पी.जी. हेतु)

पूर्ण किये गये वर्ष (वास्तविक पूर्णता की तिथि)	वसूली जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)	विमुक्त की जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)
प्रथम वर्ष तक	60 प्रतिशत	40 प्रतिशत
प्रथम तिमाही	60 प्रतिशत	40 प्रतिशत
द्वितीय तिमाही	57.5 प्रतिशत	42.5 प्रतिशत
तृतीय तिमाही	55.00 प्रतिशत	45.00 प्रतिशत
चतुर्थ तिमाही	52.5 प्रतिशत	47.5 प्रतिशत
1 से 2 वर्ष (द्वितीय वर्ष)	50.00 प्रतिशत	50.00 प्रतिशत
प्रथम तिमाही	50.00 प्रतिशत	50.00 प्रतिशत
द्वितीय तिमाही	47.50 प्रतिशत	52.50 प्रतिशत
तृतीय तिमाही	45.00 प्रतिशत	55.00 प्रतिशत
चतुर्थ तिमाही	42.50 प्रतिशत	57.50 प्रतिशत

2 से 3 वर्ष (तृतीय वर्ष)	प्रथम तिमाही	40.00 प्रतिशत	60.00 प्रतिशत
	द्वितीय तिमाही	37.5 प्रतिशत	62.5 प्रतिशत
	तृतीय तिमाही	35.00 प्रतिशत	65.00 प्रतिशत
	चतुर्थ तिमाही	32.5 प्रतिशत	67.5 प्रतिशत
3 से 4 वर्ष (चतुर्थ वर्ष)	प्रथम तिमाही	30.00 प्रतिशत	70.00 प्रतिशत
	द्वितीय तिमाही	27.5 प्रतिशत	72.5 प्रतिशत
	तृतीय तिमाही	25.00 प्रतिशत	75.00 प्रतिशत
	चतुर्थ तिमाही	22.5 प्रतिशत	77.5 प्रतिशत
4 से 5 वर्ष (पंचम वर्ष)	प्रथम तिमाही	20.00 प्रतिशत	80.00 प्रतिशत
	द्वितीय तिमाही	15.00 प्रतिशत	85.00 प्रतिशत
	तृतीय तिमाही	10.00 प्रतिशत	90.00 प्रतिशत
	चतुर्थ तिमाही	05.00 प्रतिशत	95.00 प्रतिशत
5 वर्ष से अधिक	-	0 प्रतिशत	100 प्रतिशत

इस संबंध में कार्यवाही करते समय निम्न बिन्दुओं का विशेष ध्यान रखा जावे :-

- 1- उक्त निर्देश प्रदेश के अधीन सभी राष्ट्रीय राजमार्गों, राज्य राजमार्गों, मुख्य जिला मार्गों, अन्य जिला मार्गों एवं ग्रामीण मार्गों पर लागू होंगे।
- 2- उपरोक्त निर्देशों को भविष्य में बुलाई जाने वाली निविदाओं में विशेष शर्त के रूप में सम्मिलित किया जाये।
- 3- मण्डी निधि तथा सी.आर.एफ. योजना में निर्मित सड़कों पर यह कार्यवाही केवल अति-आवश्यक स्थिति निर्मित होने पर ही की जाये।
- 4- यह पुनः स्पष्ट किया जाता है कि निर्धारित अवधि से पूर्व परफारमेंस गारन्टी आंशिक रूप से विमुक्त करने की कार्यवाही उन्हीं मार्गों के लिए की जाये, जिन पर राज्य शासन द्वारा अथवा सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार द्वारा किसी अन्य योजना में मार्ग के उन्नयन/पुनर्निर्माण के लिए स्वीकृति जारी की गई हो।

सहपत्र:- शून्य

म0प्र0 के राज्यपाल के नाम से
तथा अदेशानुसार

(चन्द्रप्रकाश अग्रवाल)
सचिव

म0प्र0 शासन, लोक निर्माण विभाग
भोपाल, दिनांक 23/09/2017

पृ0क्रमांक 4578/6871/2017/19/यो
प्रतिलिपि:-

- 1- समस्त अधीक्षण यंत्री, लोक निर्माण विभाग, म.प्र.।
 - 2- समस्त कार्यपालन यंत्री, लोक निर्माण विभाग, म.प्र. (राष्ट्रीय राजमार्ग संभाग सहित)
 - 3- निज सचिव, माननीय मंत्री जी लोक निर्माण विभाग, भोपाल।
- की ओर सूचनार्थ (केवल स.क्र. 3 हेतु) एवं आवश्यक कार्यवाही हेतु अग्रहित।

सहपत्र:- शून्य

म0प्र0 शासन, लोक निर्माण विभाग

263

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

भोपाल, दिनांक 08/01/2018

क्रमांक एफ-58/5/2012/19/यो/138
प्रति,

प्रमुख अभियंता,
लोक निर्माण विभाग,
निर्माण भवन, भोपाल।

2 परियोजना संचालक,
लोक निर्माण विभाग,
परियोजना क्रियान्वयन ईकाई,
भोपाल।

विषय: लोक निर्माण विभाग के कार्यों की गुणवत्ता सुनिश्चित करने के सम्बन्ध में।
संदर्भ: 1. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718
दिनांक 16.09.2013
2. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718
दिनांक 29.01.2016
3. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/3567
दिनांक 27.06.2016

लोक निर्माण विभाग के कार्यों की गुणवत्ता सुनिश्चित करने के सम्बन्ध में शासन के समसंख्यक ज्ञाप दिनांक 27.06.2016 में निम्नानुसार संशोधन किया जाता है :-

लोक निर्माण विभाग भवन/पथ एवं पी.आई.यू. के अधीनस्थ चल रहे सभी मूल निर्माण कार्यों एवं मजबूतीकरण/नवीनीकरण कार्यों में प्रयुक्त होने वाली सामग्री एवं सम्पादित किये गये कार्यों का परीक्षण केवल लोक निर्माण विभाग की विभागीय प्रयोगशालाओं से ही कराये जाये। अधीक्षण यंत्री या उनसे वरिष्ठ अधिकारी ISO/IEC 17011 के अनुसार कार्य करने वाली संस्था यथा NABL या अन्य कोई एक्कीडेटिंग संस्था जो कि प्रयोगशालाओं को ISO/IEC 17025 के अनुसार ऐक्रीडिट करती है, से टेस्ट कराने हेतु अनुमति प्रदान कर सकते हैं।

उपरोक्त निर्देश तत्काल प्रभाव से लागू किये जाते हैं।

(चन्द्रप्रकाश अग्रवाल)
8.1.2018
सचिव

म0प्र0 शासन, लोक निर्माण विभाग
भोपाल, दिनांक

क्रमांक एफ-58/5/2012/19/यो
प्रतिलिपि :-

1. समस्त मुख्य अभियंता, लोक निर्माण विभाग, परिक्षेत्र
2. समस्त अतिरिक्त परियोजना संचालक, लो.नि.वि., पी.आई.यू.
3. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग, मण्डल
4. समस्त कार्यपालन यंत्री, लोक निर्माण विभाग, संभाग
5. समस्त संभागीय परियोजना यंत्री, लोक निर्माण विभाग, पी.आई.यू.

सचिव
म0प्र0 शासन, लोक निर्माण विभाग

04-Jan-2018 10:30:33 Nusech Letter 1

259630
12/01/18

अवन
PP/18
अवन
12/01/18

कार्यालय प्रमुख अभियंता,
लोक निर्माण विभाग, निर्माण भवन प्लॉट नं. 27-28 अरेरा हिल्स, भोपाल
web site : www.mp.gov.in/pwdmp e-mpwdbhop@mp.nic.in
Phone : 0755-2551372 Fax : 2556527

क्रमांक 05/प्र.अ./गुणवत्ता/2020/191

भोपाल दिनांक 14/10/2020

प्रति,

समस्त मुख्य अभियंता,
लोक निर्माण विभाग,
.....

विषय:-लोक निर्माण विभाग में कार्यों की गुणवत्ता सुनिश्चित करने हेतु निर्माण सामग्री का परीक्षण लोक निर्माण विभाग की प्रयोगशाला अथवा आई.एस.ओ./आई.ई.सी. 17025 के तहत मान्यता प्राप्त प्रयोगशाला के माध्यम से कराने बावत्।

संदर्भ:-म.प्र.शासन, लोक निर्माण विभाग, मंत्रालय भोपाल का परिपत्र क्र. एफ-58/5/2012/19/यो
/2564 भोपाल दिनांक 06.09.2019 (छायाप्रति संलग्न)।


कृपया म.प्र.शासन, लो.नि.वि., मंत्रालय भोपाल के संदर्भित परिपत्र दिनांक 06.09.2019 का अवलोकन करने का कष्ट करें, जिसके द्वारा लोक निर्माण विभाग के अंतर्गत चल रहे सभी मूल निर्माण कार्य एवं रुपये 50.00 लाख से अधिक के कार्यों में प्रयुक्त होने वाली सामग्री एवं संपादित कार्यों के परीक्षण के सम्बंध में निर्देश जारी किये गये हैं (छायाप्रति संलग्न)।

तदनुसार शासन निर्देशों के परिपेक्ष्य में इनका कड़ाई से पालन करने एवं सभी निविदाओं में उक्त निर्देशों को विशेष शर्तों के रूप में जोड़ने हेतु समुचित कार्यवाही की जाना सुनिश्चित करें।
सहपत्र:-उपरोक्तानुसार।

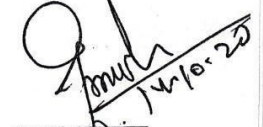
पृ.क्रमांक 05/प्र.अ./गुणवत्ता/2020/192
प्रतिलिपि

1. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग, की ओर पालनार्थ।
2. समस्त कार्यपालन यंत्री, लोक निर्माण विभाग, की ओर पालनार्थ।

सहपत्र:-उपरोक्तानुसार।


(सी.पी. अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग, भोपाल
भोपाल दिनांक 14/10/2020

कार्यालय कार्यपालन यंत्री
लो. नि. वि. संधारण संख्या क्र. 2020/2020
3690 भोपाल
क्र. दि.
संबंधित
कार्यपालन यंत्री सभागीय लेखाधिकारी


प्रमुख अभियंता
लोक निर्माण विभाग, भोपाल
14/10/2020

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक एफ-58/5/2012/19/यो 2574 भोपाल दिनांक 06/09/2019
प्रति,

- | | |
|---|---|
| 1 प्रमुख अभियंता
लोक निर्माण विभाग
भोपाल। | 2 परियोजना संचालक
लोक निर्माण विभाग
पी0आई0यू भोपाल। |
|---|---|

विषय:- लोक निर्माण विभाग में कार्यों की गुणवत्ता सुनिश्चित करने हेतु निर्माण सामग्री का परीक्षण लो0नि0वि0 की प्रयोगशाला अथवा आई0एस0ओ0/आई0ई0सी0 17025 के तहत मान्यता प्राप्त प्रयोगशाला के माध्यम से कराने बाबत।

संदर्भ:- सरकार का वचन पत्र बिन्दु क्रमांक 15.1 के पालन के संदर्भ में।

—0—

लोक निर्माण विभाग में कार्यों की गुणवत्ता सुनिश्चित करने के सम्बंध में सरकार के वचन पत्र बिन्दु क्रमांक-15.1 के परिप्रेक्ष्य में लोक निर्माण विभाग में निर्माण कार्यों की गुणवत्ता सुनिश्चित करने के सम्बंध में शासन द्वारा पूर्व में जारी किये गये निर्देश दिनांक 03.09.2012, 16.09.2013, 29.01.2016, 27.06.2016 एवं 8.01.2018 को तत्काल प्रभाव से निरस्त करते हुए निम्न दिशा निर्देश जारी किये जाते हैं:-

- 1 लोक निर्माण विभाग भवन/पथ, सेतु एवं परियोजना क्रियान्वयन इकाई के अधीन चल रहे सभी मूल निर्माण कार्य एवं रूपये 50 लाख से अधिक के सड़क मजबूतीकरण/नवीनीकरण कार्यों में प्रयुक्त होने वाली सामग्री एवं सम्पादित कार्यों का परीक्षण ठेकेदार द्वारा सम्बंधित स्पेसिफिकेशन/आई0आर0सी0 कोड/बी0आई0एस0 कोड में प्रावधानित फिक्सेसी में कराना सुनिश्चित किया जावे। उक्त परीक्षण ठेकेदार द्वारा कार्य स्थल पर स्थापित प्रयोगशाला, लोक निर्माण विभाग की केन्द्रीय/क्षेत्रीय प्रयोगशाला में विभागीय अधिकारी, सुपरविजन कन्सलटेन्ट (यदि कोई नियुक्त हो) एवं ठेकेदार के प्रतिनिधि की उपस्थिति में कराने के साथ ही, परीक्षण हेतु मान्यता प्राप्त अशासकीय संस्थाओं से भी कराये जा सकेंगे।
- 2 सम्बंधित कार्यपालन यंत्री/संभागीय परियोजना यंत्री प्रत्येक उक्त सरल क्रमांक-1 के निर्धारित परीक्षणों में से कम से कम 10 प्रतिशत परीक्षण लोक निर्माण विभाग की सम्बंधित केन्द्रीय अथवा क्षेत्रीय प्रयोगशाला के माध्यम से कराना सुनिश्चित करेंगे।
- 3 निर्धारित फिक्सेसी अनुसार सम्पादित होने वाले प्रत्येक उक्त सरल क्रमांक-1 के निर्धारित परीक्षणों में से कम से कम 10 प्रतिशत परीक्षण आई0एस0ओ0/आई0ई0सी0 17025 के तहत मान्यता प्राप्त प्रयोगशालाओं से कराया जावे।
- 4 विभागीय अथवा उपरोक्तानुसार अन्य प्रयोगशालाओं में परीक्षण पर आने वाले व्यय का अग्रिम भुगतान सम्बंधित ठेकेदार द्वारा किया जावेगा। ठेकेदार द्वारा भुगतान न करने की स्थिति में सम्बंधित विभागीय अधिकारी द्वारा प्रयोगशाला को भुगतान कर ठेकेदार के देयकों से भुगतान की राशि समायोजित की जावेगी।

(34)

/2/

- 5 विभागीय अथवा उपरोक्तानुसार अन्य प्रयोगशालाओं में सामग्रियों के नमूने विभागीय अधिकारी (सहायक यंत्री/उपयंत्री), कन्सलटेन्ट के क्वालिटी हेतु जिम्मेदार प्रतिनिधि (आर0ई0/मटेरियल इंजीनियर) व टेकेदार के प्रतिनिधि की उपस्थिति में लिये जाकर व सील करके ही भेजे जावेंगे। उपरोक्तानुसार अन्य प्रयोगशालाओं में संयुक्त परीक्षण विभागीय अधिकारी, कन्सलटेन्ट (यदि कोई हो) व टेकेदार के प्रतिनिधियों की उपस्थिति में किये जाकर परिणाम हस्ताक्षरित भी किये जावे।
- 6 कार्यपालन यंत्री/कन्सलटेन्ट यह सुनिश्चित करें कि सम्बंधित कार्य में सामग्री एवं कार्य का परीक्षण निर्धारित फ्रिक्वेंसी अनुसार किया गया है, तथा परीक्षण की प्रमाणित सारांश पत्रक प्रत्येक देयक के साथ अनिवार्यतः संलग्न की जावे।
- 7 मध्यप्रदेश शासन, सामान्य प्रशासन विभाग के पत्र क्रमांक एफ-10-3/2016/1-16/1-10 दिनांक 20.02.2018 के अनुसार मुख्य तकनीकी परीक्षक (सतर्कता) संगठन द्वारा किये जाने वाले निर्माण कार्यों के स्थल निरीक्षण एवं जांच के दौरान एकत्रित सामग्री का परीक्षण एन0ए0बी0एल0 अथवा आई0एस0ओ0/आई0ई0सी0 17025 के तहत मान्यता प्राप्त प्रयोगशालाओं से ही कराया जावे।

उपरोक्त निर्देश तत्काल प्रभाव से लागू किये जाते हैं। भविष्य में आमंत्रित सभी निविदाओं में उक्त निर्देशों को विशेष शर्तों के रूप में जोड़ा जावे।

(पी0सी0 बारस्कर)

सचिव

मध्यप्रदेश शासन

लोक निर्माण विभाग

भोपाल दिनांक 06/09/2019

पृ.क्रमांक एफ-58/5/2012/19/यो 2565
प्रतिलिपि:-

- 1 प्रमुख अभियंता मध्यप्रदेश रोड डेव्लपमेंट कार्पोरेशन लिमिटेड अरेरा हिल्स भोपाल।
- 2 समस्त मुख्य अभियंता लोक निर्माण विभाग परिक्षेत्र.....मध्यप्रदेश।
- 3 समस्त अतिरिक्त परियोजना संचालक लो0नि0वि0 पी0आई0यू0.....।
- 4 समस्त अधीक्षण यंत्री लोक निर्माण विभाग.....मण्डल.....।
- 5 समस्त कार्यपालन यंत्री लोक निर्माण विभाग.....संभाग.....।
- 6 समस्त संभागीय परियोजना यंत्री, लोक निर्माण विभाग पी0आई0यू0.....।

सचिव

मध्यप्रदेश शासन

लोक निर्माण विभाग

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक-एफ-53/02/2011/यो/19/524

भोपाल, दिनांक 14/02/2025

//आदेश//

मध्यप्रदेश शासन, लोक निर्माण विभाग द्वारा जारी आदेश क्रमांक-एफ-53/02/2011/यो/19/2022 भोपाल दिनांक 10 अगस्त 2022 में अतिरिक्त परफॉरमेंस गारंटी की राशि की गणना के लिए उल्लेखित गणितीय विधा के बिन्दु क्रमांक 3(अ) एवं 3(ब) में निम्नानुसार संशोधन उपरांत प्रतिस्थापित किया जाता है:-

3.1 निविदा में 10 प्रतिशत कम चरं प्राप्त होने पर कोई अतिरिक्त परफॉरमेंस गारंटी की राशि नहीं लिया जाना है।

3.2 निविदा में 10 से 20 प्रतिशत तक कम दर आने पर निविदा दर 10 प्रतिशत से बढ़कर जितने प्रतिशत कम होगी PAC राशि का उतना प्रतिशत अतिरिक्त परफॉरमेंस गारंटी की राशि निम्नानुसार होगी:-

उदाहरण- यदि निविदा की अनुमानित लागत (PAC) Rs. 100.00 लाख है, तथा सफलतम निविदाकार की दर 14 प्रतिशत Below SOR हो तो अतिरिक्त परफॉरमेंस गारंटी की गणना निम्नानुसार होगी:-

एफ.डी.आर. के रूप में प्रस्तुत की जाने वाली अतिरिक्त परफॉरमेंस गारंटी की राशि:-

Probable Amount of Contract (PAC) X Rates Below SOR Beyond 10% = 100 (14% - 10%) = Rs. 4.00 लाख

3.3 निविदा में 20 प्रतिशत से अधिक कम दर (RATES BELOW SOR BEYOND 20%) आने पर निविदा दर आने पर गणना निम्नानुसार होगी:-

उदाहरण- यदि निविदा की अनुमानित लागत (PAC) Rs. 100.00 लाख है तथा, सफलतम निविदाकार की दर 24 प्रतिशत Below SOR हो तो अतिरिक्त परफॉरमेंस गारंटी की गणना निम्नानुसार होगी:-

एफ.डी.आर. के रूप में प्रस्तुत की जाने वाली अतिरिक्त परफॉरमेंस गारंटी की राशि:- A+B

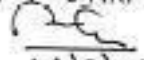
A. Probable Amount of Contract X Rates Below SOR Beyond 10% upto 20% = 100 x 1 x (10%) = Rs. 10.00 लाख

B. Probable Amount of Contract X Rates Below SOR Beyond 20% = 100 x 2 x (4%) = Rs. 8.00 लाख

अर्थात कुल अतिरिक्त परफॉरमेंस गारंटी की राशि- (A+B) = Rs. 18.00 लाख



- 3.4 ऐसे अनुबंध में जिनमें 10 प्रतिशत कम दर की सीमा से अधिक कम दरों पर अनुबंध निष्पादित किये जाने उन अनुबंधित कार्यों के पूर्ण होने के उपरांत उनके अंतिम देयको का भुगतान संबंधित अधीक्षण यंत्रों के निरीक्षण उपरांत संतोषजनक पाये जाने पर तदानुसार अधीक्षण यंत्रों द्वारा अनुमति प्रदान किये जाने के पश्चात ही किए जावे।
- 3.5 उपरोक्त के अतिरिक्त कार्य स्थल पर स्थापित बैच मिक्स प्लांट, रेडीमिक्स कांकीट (RMC) प्लांट का अधीक्षण यंत्रों के द्वारा निरीक्षण किये जाने के उपरांत ही कार्य प्रारंभ किया जावे।
- 3.6 राशि रूपये 2.00 से 10.00 करोड़ तक के कार्यों के लिये स्थल पर स्थापित लेबोरेट्री का निरीक्षण अधीक्षण यंत्रों के द्वारा तथा राशि रूपये 10.00 करोड़ से अधिक के कार्यों के लिये स्थापित लेबोरेट्री का निरीक्षण मुख्य अभियंता द्वारा किये जाने के उपरांत ही कार्य प्रारंभ किया जावे।
- अतिरिक्त परफॉरमेंस गारंटी की एफ.डी.आर. कार्यपूर्णता के उपरांत ही विमुक्त की जा सकेगी।

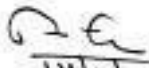

14/2/25
(ए. आर. सिंह)
उप सचिव

म0प्र0 शासन, लोक निर्माण विभाग
भोपाल, दिनांक 14/02/2025

पृ. क्रमांक-एफ-53/02/2011/यो/19/525
प्रतिलिपि:-

1. प्रमुख अभियंता, (सड़क/पुल) लोक निर्माण विभाग भोपाल।
2. प्रबंध संचालक, म.प्र. सड़क विकास निगम भोपाल।
3. प्रमुख अभियंता (भवन) लोक निर्माण विभाग भोपाल।
4. प्रबंध संचालक, म.प्र. भवन विकास निगम भोपाल।
5. विशेष सहायक, माननीय मंत्री जी लोक निर्माण विभाग भोपाल।
6. समस्त मुख्य अभियंता, (सड़क/पुल) लोक निर्माण विभाग।
7. समस्त मुख्य अभियंता, (भवन) लोक निर्माण विभाग।
8. समस्त अधीक्षण यंत्रों, लोक निर्माण विभाग मध्य प्रदेश।
9. समस्त कार्यपालन यंत्रों लोक निर्माण विभाग मध्य प्रदेश।
10. कार्यपालन यंत्रों, (भवन) लोक निर्माण विभाग मध्य प्रदेश।

की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।


14/2/25
उप सचिव

म0प्र0 शासन, लोक निर्माण विभाग

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक - 2582479/2025/19/यो-8/3
प्रति,

भोपाल दिनांक 25.03.2025

प्रमुख अभियंता
लोक निर्माण विभाग
भोपाल

- विषय:- लोक निर्माण विभाग के अंतर्गत सडक एवं पुल कार्यों के निविदाओं में प्रतिस्पर्धा बढ़ाने तथा गुणवत्ता सुनिश्चित करने के लिये प्री-क्वालीफिकेशन के संबंध में।
- संदर्भ:- मध्यप्रदेश शासन लोक निर्माण विभाग द्वारा जारी आदेश क्र.- एफ-58/7/2015/19/यो भोपाल दिनांक 17.04.2015

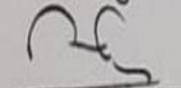
-0-

उपरोक्त विषयांतर्गत निर्माण कार्यों की निविदाओं में प्री-क्वालीफिकेशन के संबंध में मध्यप्रदेश शासन लोक निर्माण विभाग द्वारा पूर्व में जारी आदेश दिनांक 17.04.2015 के बिन्दु क्रमांक-1(ii) में राज्य शासन एतद द्वारा निम्नानुसार संशोधन जारी करता है:-

“भवन निर्माण कार्य के अतिरिक्त अन्य निर्माण कार्यों में रु. 5 करोड से अधिक की निविदा, के स्थान पर रु. 2.00 करोड से अधिक की निविदाओं में निविदा पूर्व अर्हता (Pre-Qualification) की शर्त लगाई जावे।”

उपरोक्तानुसार जारी संशोधन आदेश तत्काल प्रभाव से लागू होंगे।

म0प्र0 के राज्यपाल के नाम से
तथा आदेशानुसार


25/3/25

क्रमांक/ एमडी/ एम.पी.पी.एम.सी.एल./आरओ/..... भोपाल, दिनांक:/05/2025

परिपत्र

विषय: विद्युत अधोसंरचना/लाइन शिफ्टिंग के मामलों में स्कैप सामग्री (Salvage Material) की लागत के दावे के संबंध में।

SEWD
2/5/25

यह निर्णय लिया गया है कि MPRDC, MPPWD, NHAI, MoRTH, PMGSY तथा अन्य राज्य/केंद्र सरकार के विभागों/एजेंसियों के अंतर्गत SH/NH/MDRs और flyovers पर विद्युत अधोसंरचना/लाइन शिफ्टिंग कार्यों के मामलों में स्कैप सामग्री की लागत के दावे के संबंध में निम्नलिखित दिशा-निर्देशों का पालन किया जाएगा:-

1. पुराने मामले (जिनके एस्टीमेट इस परिपत्र के जारी होने से पूर्व स्वीकृत किए गए हों):

- जिन मामलों में स्कैप (वापसी योग्य) सामग्री का जमा किया जाना शेष है, उन्हें यह सुनिश्चित करते हुए बंद किया जाएगा कि स्वीकृत एस्टीमेट में उल्लिखित स्कैप (वापसी योग्य) सामग्री या उसके समतुल्य राशि जमा कर दी गई हो। स्कैप (वापसी योग्य) सामग्री की लागत का मूल्यांकन प्रचलित एसओआर दरों के अनुसार किया जाएगा।

2. नए मामले (जिनके एस्टीमेट इस परिपत्र के जारी होने के पश्चात स्वीकृत किए गए हों):

- केवल वितरण ट्रांसफार्मर (DTR) को गुणात्मक आधार पर पुनः उपयोग किया जाएगा।
- संबंधित MPRDC, MPPWD, NHAI, MoRTH, PMGSY तथा अन्य राज्य/केंद्र सरकार के विभागों/एजेंसियों से यह घोषणा पत्र (undertaking) लिया जाएगा कि स्कैप (वापसी योग्य) सामग्री को विद्युत वितरण कंपनी को जमा किया जाएगा, अन्यथा स्कैप (वापसी योग्य) सामग्री की लागत, जो नवीनतम लागू एसओआर की स्वीकृत स्कैप दरों अथवा विद्युत अधोसंरचना/लाइनों के मूल्यहासित मूल्य (जो भी अधिक हो) पर आधारित होगी, जमा कराई जाएगी।
- स्कैप (वापसी योग्य) सामग्री की मात्रा संबंधित MPRDC, MPPWD, NHAI, MoRTH, PMGSY तथा अन्य राज्य/केंद्र सरकार के विभागों/एजेंसियों और विद्युत वितरण कंपनी द्वारा संयुक्त सर्वे के माध्यम से निर्धारित की जाएगी।

पूर्व में जारी परिपत्रों के अन्य सभी प्रावधान यथावत प्रभावी रहेंगे, जब तक कि वे इस परिपत्र के साथ विरोधाभासी न हों।

(अपर मुख्य सचिव, म.प्र. शासन, ऊर्जा द्वारा अनुमोदित)

(अविनाश लवानिया)

प्रबंध संचालक, एम. पी पाँवर मैनेजमेंट कं. लि.

No. 22710/JSD (E)/2025

Date: 16/05/25

2025/06/18 16:38