

Tender Document
(Effective from 01-11-2014)

**MADHYA PRADESH HOUSING AND
INFRASTRUCTURE DEVELOPMENT BOARD**

DIVISION ELECTRICAL GWALIOR

Appendix - 2.10

Tender Document

For Percentage Rate only in Works Departments and other Departments similar
to Works Departments

Office of the : *Executive Engineer (Elect.), Division Electrical,
Gwalior.*

NIT Number and Date :

Agreement Number and Date :

Name of Work : *Shifting of UPS from IT Lab to nearby room at ITI
Gwalior*

Name of the Contractor :

Probable Amount of Contract :

(Rs. In Figure): **3,72,757/-**

(Rs. In Words): *Three Lakh Seventy Two Thousand Seven Hundred
Fifty Seven only.*

Contract Amount :

(Rs. In Figure):

(Rs. In Words):

Stipulated Period of Completion : *20 days (i/c. rainy season)*

Cost of Tender Documents Rs. : *2,360/- (i/c GST)*

Earnest Money Deposit Rs. : *7,500/-*

Category of Contractor : *Contractors registered in Centralized registration system of
MPPWD having 'A' class electrical license.*

Appendix - 2.10 Tender Document

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SECTION 1

Notice Inviting Tender

Office of the *Executive Engineer (Electrical), MPHIDB, Division Electrical, Gwalior*

N.I.T. No :/e-tendering

dated :

Online percentage rate bids for the following works are invited from registered Contractors in Centralized registration system of MPPWD in having 'A' class electrical license from Govt. of MP reputed fulfilling registration criteria:

S. No.	Work	District	Probable Amount (in Rs.)	Completion Period(in days)
1.	<i>Shifting of UPS from IT Lab to nearby room at ITI Gwalior</i>	<i>Gwalior</i>	<i>3,72,757/-</i>	<i>20 days (i/c. rainy season)</i>

1. Interested bidders can view the NIT on website <http://http://www.mphousing.gov.in> and <https://www.mptenders.gov.in>
2. The Bid Document can be purchased only online from **10.30 Hrs. (time)2026 (date) to 17.00 Hrs. (time)2026 (date)**
3. Amendments to NIT, if any, would be published on website only, and not in newspaper www.mptenders.gov.in.
4. As per the provisions of The Real Estate (Regulation and Development) Act, 2016 and The Real Estate (Regulation and Development) Rule, 2016 the rate of interest is payable as per State Bank of India PLR/MCLR, plus two percent and compensation, if any, to the allottee for the delay occurred in handing over of possession beyond scheduled date. Interest and compensation payable to the allottee shall be recovered from the contractor for the period of delay attributed to him as per contract. The interest payable shall be on the money deposited by the allottee.

Executive Engineer (Elect)
M. P. Housing and Infrastructure
Development Board Division Electrical
Gwalior

Signature and Designation

Notice Inviting Tender
M P HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD
Office of the Executive Engineer (Electrical)

N.I.T. No :/26/e-tendering

dated :/..../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	P.A.C. (inRs.)	EMD (In Rs.)	Cost of Bid Document (In Rs.)	Category of Contractor	Period of Completion (in days)
1.	<i>Shifting of UPS from IT Lab to nearby room at ITI Gwalior</i>	<i>Gwalior</i>	<i>3,72,757/-</i>	<i>7,500/-</i>	<i>2,360/- (i/c GST)</i>	<i>Contractors registered in Centralized registration system of MPPWD for electrical works with having experience as per NIT and A-class Valid Electrical license from the MP Licensing Board, Govt. of MP / any State.</i>	<i>20 days (i/c. rainy season)</i>

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of bid document & portal fees through Internet banking / NEFT / RTGS.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) Pay the cost of Bid Document
 - ii) Deposit the Earnest Money
 - iii) Submit a check list; and
 - iv) Submit an affidavit.
 - v) The bidder shall be required to produce GST registration Certificate and GSTIN Number.
 - vi) Pan card
 - vii) Organization details

Details can be seen in the Bid Data Sheet.

4. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD/any Govt. Dept. in appropriate class. ~~However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.~~
- (b) ~~The bidder would be required to have valid registration 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.
- (d) The bidder shall be required to produce GST registration Certificate and GSTIN Number.

5. Pre-qualification – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.

6. Special Eligibility - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.

7. The Bid Document can be purchased only online from/2026 (time) 10.30 Hrs. to2026 (time) 17.00 Hrs.). Other key dates may be seen in bid data sheet.

8. Amendments to NIT, if any, would be published on website only, and not in newspaper.

9. As per the provisions of The Real Estate (Regulation and Development) Act, 2016 and The Real Estate (Regulation and Development) Rule, 2016 the rate of interest is payable as per State Bank of India PLR/MCLR, plus two percent and compensation, if any, to the allottee for the delay occurred in handing over of possession beyond scheduled date. Interest and compensation payable to the allottee shall be recovered from the contractor for the period of delay attributed to him as per contract. The interest payable shall be on the money deposited by the allottee.

(Executive Engineer (Elect.)
MPHIDB, Div. Elect. Gwalior
Signature and Designation

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 (if permitted as per Bid Data Sheet). In case the J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.~~

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

5. Cost of Bidding

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

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

8. The bidder is expected to examine carefully all instructions, conditions of contract, the **contract data**, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.
9. **Pre-Bid Meeting (where applicable)**

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

 - 9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
 - 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
 - 9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
 - 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.
10. **Amendment of Bid Documents**
 - 10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
 - 10.2 All amendments shall form part of the Bid Document.
 - 10.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

C. Preparation of Bid

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

12. DOCUMENTS COMPRISING THE BID

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

Part 1 – This shall be known as Online **Envelope A/ Cover-1** and would apply for all bids. Online **Envelope A/ Cover-1** 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.
- v) Valid GST Registration Certificate and GSTIN Number.

Part 2– This shall be known as Online **Envelope B** and required to be submitted only in works where ~~pre-qualification conditions~~ and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.

Part 3 – This shall be known as Online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the 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 documents/ information enclosed with the Technical Proposal should be self-attested and certified by the bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information 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 contract given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- iii. The Rate quoted by the contractor shall be **Exclusive of the GST** and all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. GST shall be borne by the Contractor. GST and all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities shall be borne by the contractor and payable by the contractor. It is deemed to be included in the financial offer submitted by the contractor that GST and all other taxes are included in the financial offer.

Note:- Applicable for all Housing and Commercial schemes only not for deposit work.

केन्द्र सरकार, राज्य सरकार तथा म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल द्वारा प्रकरण में गुण-दोष के आधार पर जो भी निर्देश संशोधन किये जायेंगे, वह निविदाकर्ता पर मान्य होंगे।

~~Contractor shall produce the proof of deposit of GST to Govt. paid by the MPHIDB against the bill. Next payment of bill shall only be payable after due verification of GST payment to Govt. verified by E E of concerned Division.~~

- 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 EMD/Bid security shall be submitted only online using options available in the tender portal within the specified time limit. Bidders are advised to process it well in advance. No claim shall be entertained due to delay in online transactions via payment gateway/banking portal.

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

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

17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement 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.

D. Submission of Bid

18. The bidder is required to submit online bid duly signed digitally, and Envelop ‘A’/ Cover-1 in physical form also at the place prescribed in the Bid Data Sheet.

E. Opening and Evaluation of Bid

19. PROCEDURE

19.1 Envelope ‘A’ / Cover-1 shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop ‘A/ Cover-1’ does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B/ Cover-2 and/or C/ Cover-3 of such bid shall not be opened.

19.2 Wherever Envelop ‘B’ / Cover-2(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’/ Cover-2. Envelop ‘C’/ Cover-3 (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop ‘B’/ Cover-2)shall not be opened.

19.3 Envelope ‘C’/ Cover-3 (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop ‘C’/ Cover-3.

19.4 After opening Envelop ‘C’/ Cover-3 all responsive bids shall be compared to determine the lowest evaluated bid.

19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.

- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.
- 19.7 "In exceptional case, if physical submission of certain documents is found essential, then expressed prior permission must be obtained in writing by the tender issuing authority from an authority, as authorized by the State Government. In such a case, such documents are required to be submitted physically at the place and date specified in the bid data sheet. In case of any mismatch in the documents submitted in the physical form and that uploaded online, or if the contractor fails to submit the document physically, the bid shall be liable for rejection as non-responsive"

20. Confidentiality

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

F. Award of Contract

21. Award of Contract

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

22. Performance Security

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

23. Signing of Contract Agreement

- 23.1 The successful bidder shall have to furnish Performance Security and Additional Performance Security, if any, and sign the contract agreement within 15 days of issue of LOA.
- 23.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.
- 23.3 In the event of failure of the successful bidder to submit Performance Security and Additional Performance Security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking any other action against the bidder.

24. CORRUPT PRACTICES

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

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
 - ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract. For the purposes of this provision, the terms set forth above are defined as follows:
 - a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - b. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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.
- 25 The Rate quoted by the contractor shall be Inclusive of the GST and inclusive of all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. All levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities shall be borne by the contractor and payable by the contractor. It is deemed to be included in the financial offer submitted by the contractor, all taxes are included in the financial offer. (Refer cir. No. 01 on dt. 19.06.2019)

[End of ITB]

Bid Data Sheet

GENERAL

SR. NO.	PARTICULARS	DATA
1.	Office inviting tender	<i>Executive Engineer (Electrical) Division Electrical Gwalior</i>
2.	NIT No	
3.	Date of NIT	
4.	Bid document download available from date & time	<i>As per e-tender key dates</i>
5.	Website link	http://mptenders.gov.in

SECTION 1 - NIT

CLAUSE REFEREN CE	PARTICULARS	DATA
2.	Portal fees	As notified on e-tender website
3.	Cost of bid document	<i>Rs. 2,360/- (i/c GST)</i>
	Cost of bid document Payable at	<i>Only online</i>
	Cost of bid document In favor of	<i>EE, MPHIDB, Division Electrical, Gwalior</i>
4.	Affidavit format	Annexure B
5	Pre-qualifications required	YES
	If Yes, details	Annexure C
6.	Special Eligibility	YES / NO
	If yes, details	Annexure D
7.	Key dates	Annexure A

SECTION 2 – ITB

CLAUSE REFEREN CE	PARTICULARS	DATA
1.	Name of work	<i>Shifting of UPS from IT Lab to nearby room at ITI Gwalior</i>
2.	Specifications	Annexure – E
3.	Procedure for participation in e-tendering	Annexure – F

4.	Whether Joint Venture is allowed	NO		
	If yes, requirement for Joint Venture	Annexure G <Not applicable>		
9.	Pre-bid meeting to be held	YES	NO	
	If yes, Date, Time and Place	Date : _____ NA _____	Time from : _____ NA _____	
		Place : _____ NA _____		
12.	Envelope-A/ Cover-1 containing : i. Registration number or proof of application for registration and organizational details as per Annexure –H ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per Annexure – B v. Valid GST Registration Certificate and GSTIN Number. Should reach in physical form:	At the Office of the <i>Executive Engineer(Electrical) Division Electrical Gwalior Sector "F" Deen Dayal Nagar, Gwalior.</i> <i>Rs. 2,360/- (i/c GST)</i> <hr/> <i>EMD Rs. Rs. 7,500/-</i> <hr/> Before _____ (Date) As per key dates When the tender found L-1 (Lowest Percentage)		
14.	Envelope-B/ Cover-2 Technical Proposal	Annexure-D		
15.	Envelope-C/ Cover-3 Financial Bid	Annexure-J		
	Materials to be issued by the department	Annexure K Not Applicable		
16.	Period of Validity of Bid	1	Tender within the competence of Executive Engineer	30days
		2	Tender within the competence of Dy Housing Commissioner	45days
		3	Tender within the competence of Addl Housing Commissioner	60days
		4	Tender within the competence of Housing Commissioner	90days
		5	Tender within the competence of Chairman	90days
		6	Tender within the competence of Board	120 days
17.	Earnest Money Deposit	Rs. <i>7,500/-</i>		
18.	Forms of Earnest Money Deposit	<i>Cash through Online Banking by NEFT/RTGS (In Favor of EE, MPHIDB, Division Electrical, Gwalior)</i>		

	EMD valid for a period of	<i>Upto valid for after issuing the LOA of Lowest bidder.</i>
20.	FDR/DD must be drawn in favour of	<i>EE, MPHIDB, Division Electrical, Gwalior.</i>
21.	Letter of Acceptance (LOA)	<i>Annexure-L</i>
22.	Amount of Performance Security	<i>3% of Contract Amount</i>
	Additional Performance Security, if any	<i>Additional Performance Security will be charged in case of 10% Below rates and it will be the difference in rates below 10% with multiplication of PAC amount. And more than 20% Below rates and it will be the difference in rates below 20% with 2(Two times) multiplication of PAC amount as per Circular issued by the AHC-1, MPHIDB, HO, Bhopal's Vide No. 91 dated 31.07.2025</i>
	Performance security in the format	Annexure M
	Performance security in favour of	<i>Executive Engineer (Electrical) MPHIDB, Division Electrical, Gwalior</i>
	Performance security valid up to	<i>Defect liability plus 3 (three) months</i>

KEY DATES

S. No	Works Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1		Purchase of Tender - Online					
2		Bid Submission - Online					
3	Mandatory Submission Open (Envelop- A) / Cover-1						Envelope -A/ Cover-1
4	Technical Proposal open (PQ Envelope -B)/ Cover-2						Envelope –B/ Cover-2
5	Financial Bid Open (Envelope -C) / Cover-3						Envelope –C/ Cover-3

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

AFFIDAVIT
(To be contained in Envelope A/ Cover-1)
(On Non Judicial Stamp of Rs. 100)

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

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

I/we am/ are fully responsible for the correctness of following self-certified information/ 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:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief.

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

Signature with Seal of the Deponent (bidder)

*Note :- Term deposit receipt of earnest money deposit, demand draft for the cost of bid document and affidavit shall be submitted **only online.***

~~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 in any one financial year 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. Executed similar items of work in any one financial year during the last 5 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.~~
- ~~iv. Bid Capacity Bidder shall be allotted work up to his available Bid Capacity, which shall be worked out as given in format I 2 of Annexure I.~~

~~B. Physical~~

~~Physical qualifications for the work shall be as below~~

S.No	Particulars	Quantity	Period
1	Physical qualification required	Yes/No	Yes/No
2	Earthwork		
3	Concrete work		

~~(The Employer shall specify all physical qualifications required).~~

Note: ~~Above criteria are 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 : _____
- C. *Internal Electrification work and Computer shifting/wiring work.*
 - i. *Agency must have Experience of having successfully executed works in Govt./Semi Govt organization :*
 - 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 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.*

Note:

- 1. Above criteria are indicative, subject to suitable stipulations by the departments and specific bid.**
- 2. Employer signing completion certificate of similar work means an officer of rank not below EE of any Government / Semi-Government / Government Undertaking / Local Self Government of any State Government or Government of India.**

Specifications

1. MP PWD SOR-2024 (with all amendments) Department Specifications,
2. I.E. rules 659 (1964), Indian Electricity Act 1964 with upto date amendments, relevant IS code VRV system.
3. ~~MPHIDB SOR dtfor External Electrification (i/c with all up to date amendments)~~

(The soft copy of above specifications is available at departmental website)

www.mphousing.in

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

(see clause 3 of section -2-ITB)
Procedure for participation in e-tendering
Set-up of Bidder's Computer System:

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

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

15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

18. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**)

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002 , 0120-4200 462 , 0120-4001 005 , 0120-6277 787

~~JOINT VENTURE (J.V.)~~

~~(Deleted)~~

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

- ~~1. 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

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

ORGANIZATIONAL DETAILS
(To be Contained in Envelope – A/ Cover-1)

S. No.	Particulars	Details
1.	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	(If applicable, scanned copy of proof of application for registration to be uploaded)
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)
2a.	Valid GST Registration Certificate and GSTIN Number.	Registration No. _____ Date_____ (Scanned copy of Registration certificate 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/ Cover-2, Technical Proposal

Technical Proposal shall comprise the following documents:

Sno	Particulars	Details to be submitted
1	Experience – Financial & Physical	Annexure – I (Format: I 1)
2	Annual Turnover	Annexure – I (Format: I 2)
3	List of technical personnel for the key positions	Annexure – I (Format: I 3)
4	List of Key equipments/ machines for quality control labs	Annexure – I (Format: I 4)
5	List of Key equipments/ machines for construction work	Annexure – I (Format: I 5)

Note :- As per Annexure – D

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 Qualification:

~~The bidder should have completed either of the below:~~

- ~~1. Three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last (preceding) 5 financial years;~~
- ~~or~~
- ~~2. Two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last (preceding) 5 financial years; or~~
- ~~3. One similar works each costing not less than the amount equal to 50% of the probable amount of contract during the last (preceding) 5 financial years;~~

Table-1, Table-2 & Table-3 to be filled by the contractor:

Similar works—Details of successfully completed similar works in last (preceding) five financial years:

TABLE-1 (Similar Works)							
Agreement No. & Year	Name of work	Name of work order	Date of completion	Amount of contract	Employer's Name & Address	Enclosure Number	Total Pages

Existing Commitments (Value of 'C' for Bid Capacity Formula):

TABLE-2 (Existing commitments)							
Agreement No. & Year	Name of work	Name of work order	Date of completion	Amount of contract	Employer's Name & Address	Enclosure Number	Total Pages

Note (for Table-1 & Table-2):

- a) Certificate duly signed by the employer shall also be enclosed for each completed similar work
- 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 work. Experience of civil engineering infrastructure work shall also be considered for prequalification purpose.
- c) Employer signing completion certificate of similar work means an officer of rank not below EE of any government/semi government/government under taking/local self government of any State Government or Government of India.

B. Physical Qualification if Prescribed

~~Execution of similar items of work in any one financial year during the last (preceding) 5 financial years should not be less than the minimum Physical requirement, if prescribed, fixed for the work.~~

Particulars	TABLE 3 (Similar Items)				
	Actual quantity executed (To be filled in by the contractor)				
	Years-1	Years-2	Years-3	Years-4	Years-5
Physical Qualification required	Yes/No				
e.g. Earth work in quantity					
e.g. Concrete work in quantity					
Enclosure Number					
Total Pages					

Note For Table-3

- a) ~~Certificate duly signed by the employer shall be enclosed for the actual quantity executed, if stipulated as physical requirement, in any one year during the last (Preceding) 5 financial years~~

General Note (For Format I-1) (Refer Circular no. 70, dated 27.3.2019)

- a) ~~Maximum value of similar works executed in any one year during the last five year (10% weight age per year shall be given to bring the value of work executed at present price level)~~
- b) ~~Work Executed with Central Govt. or any state or Semi Govt. Organization or central / any State Govt. Undertaking or Municipalities/Municipal Corporations shall only be considered Certificate shall be signed by an officer not below the rank of Executive Engineer or equivalent.~~
- c) ~~The applicant must be in the same name and style well established Civil Engineering contractor with physical and financial experience and capability in doing civil engineering works and shall give evidence for the same.~~
- d) ~~Any clarification on documents submitted by the bidder may be called by the department and the bidder shall submit them within stipulated time.
(i) Following building work done (work done for which financial transaction has taken place) within or outside the country, in indian rupees or equivalent shall also be considered for pre-qualification.~~

1. ~~Building work done in any non-government organization (Private sector) within or outside India.~~
2. ~~Building work done in subletting contract with a private sector investor as per provision in the agreement between a government agency and a private sector investor.~~
3. ~~Building work done by an EPC contractor employed by a BOT concessionaire as per provision in the agreement between a government agency and a concessionaire.~~
4. ~~Building work done in private sector of special category such as lift, modular O.T. Medical gas line pipe, P.A System, HVAC, light and sound in auditorium or meeting hall, ETP, STP, truss less roof, firefighting, space frame structure for roof, pre-engineered buildings such as prefab structures for roof, pre-engineered buildings such as prefab structures or pre-cast building structure.~~

~~Aforesaid private work experience in Indian rupees (or equivalent Indian rupees) shall be considered for pre-qualification of building construction work bid as below:-~~

- a. ~~Building work done means construction cost (not sale price) of building work, excluding cost of land for which financial transaction has taken place and such amount is duly certified by the Chartered Accountant who has audited the work of the bidder. Chartered Accountant shall also record a statement that he has audited the work.~~
- b. ~~In case of sublet and EPC works certificate of principal employer is also required.~~
- c. ~~Special Category building work experience shall be treated as similar work only for same special category work put to tender.~~

~~Note: In case of sublet and EPC works, certificate of Principal Employer is must along with duly certified by Chartered Accountant who has audited the work of bidder.~~

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 5 financial years:-

TABLE- 4-1 to be filled in by the contractor::

<u>Table – 4 (Similar Works – ANNUAL TURN OVER)</u>				
<u>Preceding financial year</u>	<u>Financial year</u>	<u>Payment — received — for contracts — in — progress — or completed</u>	<u>Enclosure Number</u>	<u>Total pages</u>
<u>1</u>				
<u>2</u>				
<u>3</u>				
<u>4</u>				
<u>5</u>				

Note:--

- a) Annual turnover of construction should be certified by the Chartered Accountant.
- b) Audited balance sheet including all related notes, and income statements for the above financial years to be enclosed.
- c) Above table to be used for value of 'C' in bid capacity formula.

BID CAPACITY

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

Bid Capacity = (1.5 x A x B) - C

Where

- A = Maximum value of civil engineering works executed in any one year during the last five year (10% weight age 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

LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS IN BUILDING WORKS

Probable Amount of Contract in Rs. Crs.	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	Remark (Evaluation result)
up-to 2 Cr.	Technologist	1	Diploma Electrical	21	2 years	Full time						
2 Cr. to 40 Cr.	Engineer	4	B.E. Civil	23	2 years	Fulltime						
	Technologist	4	Diploma E/M	23	2 years	As ——— & when required						
10 cr to 50 cr.	Engineer	4	BE Civil	23	2 years	Full time						
	Technologist	4	Diploma Civil	24	5 years	Full time						
	Technologist	4	Diploma E/M	21	2 years	As ——— & when required						
For each additional 50 Cr.	Engineer	4	BE Civil	23	2 years	Full time						
	Engineer	4	BE E/M	23	2 years	Full time						
	Technologist	4	Diploma Civil	23	2 years	Full time						
	Technologist	4	Diploma E/M	23	2 years	Full time						

**List of Key Equipments/Machines for Quality Control labs
for building works in MPHIDB costing up to 10.00 Cr.**

S.no	Minimum requirement	Qty	Qty Available with the Bidder	Remarks (Evaluation Results)
	Name of Quality Control Equipments/Machine			
1	Balances (i). 7 kg. to 10 kg. capacity, semi-Self indicating type- Accuracy 10 gm. (ii) 500 gm. capacity , semi-self indicating type accuracy 1 gm. (iii) Pan Balance-5kg. capacity , Accuracy 10 gm	1 set		
2.	Ovens Electrically operated, thermostatically controlled up to 110 C. Sensitivity 1 C	1 set		
3.	Sieves: As per IS 460-1962. (i) IS. Sieves 450 mm internal dia of sizes 100 mm, 80 mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm complete with lid and pan. (ii) IS Sieves 200 mm internal dia, (brass frame) consisting of 2.36 mm, 1.18 mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.	1 set		
4.	Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.	1set		
5.	Equipment for slump test slump cone, steel plate tamping rod, steel scale scoop.	1set		
6.	Dial gauges 25 mm travel 0.01 mm/division. Least count 2 Nos.	1set		
7.	100 tones compression testing machine, electrical-cum manually operated.	1 set		
8.	Graduated measuring cylinders 200ml capacity 3 Nos	1 set		
9.	Enamel trays(for efflorescence test for bricks) (i) 300 mm X 250 mm X 40 mm 2 Nos (ii) Circular plates of 250 mm dia 4 Nos.	1 set		

Note: For work costing (PAC) above 10 Cr. Additional sets shall be made available as per requirements.

For External Electrification work

- 1- Turfer up to 10 ton
- 2- Weighing machine upto 1000 Kg
- 3- Meggar 0-10000 Mega Om
- 4- Earth Tester 0-10000 Mega Om
- 5- Aluminum ladder 30 feet
- 6- Safety Belt, Phabda, Geti, Subbel, Discharge rod As required

LIST OF KEY CONSTRUCTION EQUIPMENTS/MACHINES FOR BUILDING WORKS

Probable amount of contract (PAC)	Sno	Minimum requirement	Quantity	Availa ble with the bidder	Remarks (Evaluation results)
		Name of construction equipment/Machinery			
Up to 2.00 Cr.	1	Concrete Mechanical Mixer with hopper(1 cum capacity minimum)	1No.		
	2	plate vibrator	2Nos		
	3	Diesel/Electric Pin Vibrator	2 Nos		
	4	Fully well equipped lab	1 Nos		
	5	Curing pump of 1.5 hp capacity with set of pipe	1 Nos		
	6	Steel shuttering plates/centering pipes	100 sqm		
	7	Auto level Instrument	1 Nos		
2.00 Cr to 10.00 Cr.	1	Concrete Mechanical Mixer 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 1.5hp capacity with set of pipe	2 Nos		
	7	MS centering plates/centering pipes	1000 sqm		
10.00 Cr. to 50 Cr.	1	Concrete Mechanical Mixer with Hopper	3 Nos		
	2	Concrete weigh batcher minimum 30 cubic meter capacity	2 Nos		
	3	Plate Vibrator	4 Nos		
	4	Diesel/Electric pin Vibrator	4Nos		
	5	Fully well equipped lab	1 No		
	6	Curing pump of 1.5 hp capacity with set of pipe	3 Nos		
	7	Steel centering plates/centering pipes	1500 sqm		
	8	Auto level instrument	1No		
For work costing above Rs. 50.00 Cr. additional equipment/Machines shall be developed as requirement.					

FINANCIAL BID
(To Be Contained in Envelope-C)

Name Of Work : *Shifting of UPS from IT Lab to nearby room at ITI Gwalior*

I/We hereby bid for the execution of the above work within the time specified at the **rate (in figures) _____ (in words) _____ percent below/ above or at par** based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the 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 Board or his successors in office the sums of money mentioned in the said conditions.

Note:

- i. Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.*
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as nonresponsive.*
- iv. GST is **exclusive** but all other taxes of Central and State Governments, local bodies and authorities & Other levies payable by the bidder shall be deemed to be **included** in the rate 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 _____ 2026

Signature of Officer by whom accepted

MATERIALS TO BE ISSUED BY THE DEPARTMENT

Sno.	Name of Material	Rate (Issue Rate)	Unit	Remarks

LETTER OF ACCEPTANCE (LOA)

No. _____

Dated: _____

To,

M/s. _____
(Name and address of the contractor)

Subject: _____
(Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the Governor of Madhya Pradesh at your bided percentage _____ below/ 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 _____ in words only).
The performance security shall be in the shape of FDR~~term deposit receipt~~/ bank guarantee of any nationalized / schedule commercial bank valid up to three months after the expiry of defects liability period.
- b. Sign the contract agreement.

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

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

Yours Faithfully

Executive Engineer

PERFORMANCE SECURITY

To

[Name & address of Employer]

WHEREAS _____ [name and address of Contractor] (Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

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

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

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

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

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

This Guarantee shall be valid upto expiry of the Defect Liability period plus 3 (three) months.

Signature, Name and Seal of the guarantor _____

Name of Bank : _____

Address : _____

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

Date : _____

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

SECTION 3

Conditions of Contract Part – I General Conditions of Contract [GCC] Table of Clauses of GCC

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 of work to be carried out.
2	Interpretations and Documents	23	No Interest Payable
3	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	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labour 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. **Housing Commissioner:** means Housing Commissioner of MP Housing and Infrastructure Development Board.
- 1.2(i) **Addl. Housing Commissioner:** means Addl. Housing Commissioner of MP Housing and Infrastructure Development Board.
- 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 M.P. Housing & Infrastructure Development Board.
~~Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organization which adopts this document.~~
- 1.13. **Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14. **Employer:** means the party as defined in the **Contract Data**, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.
- 1.15. **Engineer:** means the person named in the **Contract Data**.
- 1.16. **Engineer in charge:** means the person named in the **Contract Data**.

- 1.17. **Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18. **Government** means Government of Madhya Pradesh.
- 1.18(i) Board means MP Housing and Infrastructure Development Board
- 1.18(ii) Chairman means Chairman of MP Housing and Infrastructure Development Board
- 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. Dy. Housing Commissioner means Dy. Housing Commissioner of the Circle MP Housing and Infrastructure Development Board
- 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 authorised 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, Tenderer/Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.28. **Variation:** means any change in the work which is instructed or approved as variation under this contract.
- 1.29. **Work:** The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.
- 1.30 **PLR/MCLR-** Means Prime Lending rate/ Marginal Cost of Landing Rate of State Bank of India whichever is applicable.

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. Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

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

5. Subcontracting

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

- a. The Contractor may subcontract up to 25 percent of the contract price with the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the 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 Gov MP.

6. Personnel

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

7. Force Majeure

- 7.1 The term "Force Majeure" means an exceptional event or circumstance:
- (a) Which is beyond a Party's control,
 - (b) Which such Party could not reasonably have provided against before entering into the Contract,
 - (c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
 - (d) Which is not substantially attributable to the other Party.
- Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - (iv) Munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- 7.2. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3 ~~For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.~~
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed **twelve** months, the parties to the contract shall be at liberty to foreclose the 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, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that the designs/ drawings or other documents have been approved by the department.

9. Liability for Accidents to Person

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

10. Contractor to Construct the Works

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

11. Discoveries

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

12. Dispute Resolution System

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

B. Time Control

13. Programme

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

14. Extension of Time

- 14.1.** 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 no 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-motto 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.

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

- 15.6 If the Contractor is given extension of time after liquidated damages have been paid, the Engineer in Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7 In the event the Contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against the liquidated damages levied.
- 15.8 However any judgment /decree/order passed by Honourable civil court / consumer forum/ tribunal / commission / competent regulatory authority in favour of any client of Housing Board related to delay attributed to the contractor in the project concerned shall be the liability of contractor. This will be in addition to the liquidated damages imposed as per the annexure –p of the contract data by the M P Housing and Infrastructure Development Board. The decision of the competent authority M P Housing and Infrastructure Development Board shall be final. In this regard contractor have to submit security as specifies in the contract data sheet at the time of signing of the contract. (This provision is not applicable in deposit works).
- 15.9 जहाँ योजना/सम्पत्ति निर्माण की निविदा में वर्णित शर्तों के आधार पर समाहित निर्माण अवधि को ध्यान में रखते हुए ई-ऑफर के माध्यम से सम्पत्ति का विक्रय किया जाता है, लेकिन सम्पत्ति का निर्माण मण्डल अथवा निविदाकार निर्माण कार्य में विलम्ब करने के कारण सम्पत्ति हेतु नीयत समय-सारणी के अन्तर्गत सम्पत्ति का विक्रय-पत्र निष्पादित होकर सम्पत्ति का हस्तांतरण नहीं हो पाता है ऐसी स्थिति में क्रेता पर विलम्ब अवधि का ब्याज भारत नहीं करत हुए ऐसे ब्याज की वसूली निर्माण करने वाले निविदाकार से की जावेगी। (यह प्रावधान निक्षेप कार्यो पर लागू नहीं होगा।)

16. Contractor's quoted percentage

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

C. Quality Control

17. Tests

- 17.1 The Contractor shall be responsible for:
- Carrying out the tests prescribed in specifications, and
 - For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 17.2 The contractor shall have to establish field laboratory within the time specified and having such equipments as are specified in the **Contract Data**.
- 17.3 Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the **Contract Data**.

18. Correction of Defects noticed during the Defect Liability Period

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

D. Cost Control

- 19. Variations - Change in original Specifications, Designs, and Drawings etc.**
- 19.1** The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions in the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.
- 19.2** The time for the completion of the work shall be adjusted in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.
- 20. Extra items**
- 20.1** All such items which are not included in the priced BOQ shall be treated as extra items.
- 21. Payments for Variations and / or Extra Quantities**
- 21.1** The rates for such additional (Extra quantity), altered or substituted work / extra items under this clause shall be worked out in accordance with the following provisions in 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 the rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
 - f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.
- 22. No compensation for alterations in or restriction of work to be carried out.**
- 22.1** If at any time after the commencement of the work, the Engineer-in-charge, for any reason whatsoever, not require the whole or any part of the work as specified

in the bid to be carried out; the Engineer-in-charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.

- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. No Interest Payable

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

24. Recovery from Contractors

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

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

25. Tax

- 25.1 The Rate quoted by the contractor shall be **Exclusive of the GST** and all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. GST shall be borne by the Contractor. GST and all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities shall be borne by the contractor and payable by the contractor. It is deemed to be included in the financial offer submitted by the contractor that GST and all other taxes are included in the financial offer.

Note:- Applicable for all Housing and Commercial schemes only not for deposit work.

केन्द्र सरकार, राज्य सरकार तथा म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल द्वारा प्रकरण में गुण-दोष के आधार पर जो भी निर्देश संशोधन किये जायेंगे, वह निविदाकर्ता पर मान्य होंगे।

Contractor shall produce the proof of deposit of GST to Govt. paid by the MPHIDB against the bill..Next payment of bill shall only be payable after due verification of GST payment to Govt.verified by E E of concerned Division.

- 25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
- 25.3 Any changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

26. Check Measurements

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

- 26.2** Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3** Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per **clause 24** above.

27. Termination by Engineer in Charge

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

28. Payment upon Termination

- 28.1** If the contract is terminated under **clause 27.3**, the Engineer shall issue a certificate for value of the work accepted on final measurements, less Advance Payments and Penalty as indicated in the **Contract Data**. The amount so arrived at shall be determined by the **Engineer-in-Charge** and shall be final and binding on both the parties.
- 28.2** Payment on termination under **clause 27.4** above - If the Contract is terminated under **clause 27.4** above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3** If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per **clause 24** above.

29. Performance Security

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

30. Security Deposit-

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

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

30.3 The Security Deposit shall be refunded on completion of Defect Liability Period.

31. Price Adjustment

31.1 Applicability

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

31.2 Procedure

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the **contract data**.
 2. The price adjustable shall be determined during each **quarter** from the formula given in the **contract data**.
 3. Following expression and meaning are assigned to the work done during each **quarter**: **R** = Total value of work during the **quarter**. It would include the amount of secured advance granted, if any, during the **quarter**, less the amount of secured advance recovered, if any during the **quarter**, **less value of material issued by the department, if any, during the quarter**.
 4. Weightages of various components of the work shall be as per the **Contract Data**.
- 31.3** To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.
- 31.4** The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
- 31.5** For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favour of the Employer, the same shall be recovered from the sums payable to the Contractor.

32. Mobilization and Construction Machinery Advance

- 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 35.1 above, the Engineer shall proceed to finalise 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

GCC Clause	Particulars	Data
1.14	Employer	<i>M.P. Housing and Infrastructure Development Board, Gwalior.</i>
1.15	Engineer	<i>Executive Engineer (Elect.), Gwalior.</i>
1.16	Engineer in Charge	<i>Executive Engineer (Elect.), Gwalior.</i>
1.22	Stipulated period of completion	<i>20 Days</i>
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, email.	<i>Office of the Executive Engineer (Elect) MPHIDB, Division Electrical Gwalior, Metro Complex A Sector F D D Nagar Gwalior Email:- eeelecthbowl@mphousing.mp.gov.in Phone no. 0751-3555700</i>
5	Subcontracting permitted for the Contract Value	More than Rs. 20.00cr
6	Technical Personnel to be provided by the contractor – requirement, &	As per Annexure-I (Format I-3)
	Penalty, if required Technical Personnel not employed	Rs. 30,000/- per month for Graduate engineer. Rs18,000/- per month for diploma holder engineer.
10	Specifications	As per Annexure E
	Drawings	As per Annexure - N
12	Competent Authority for deciding dispute under Dispute Resolution System	Dy Housing Commissioner (Elect.), Circle Electrical Bhopal
	Appellate Authority for deciding dispute under Dispute Resolution System	Addl Housing Commissioner, Head Office, Bhopal
13	Period for submission of updated construction program	To be submitted by the bidder quarterly from the date of commencement of work.

	Amount to be withheld for not submitting construction program in the prescribed period	1% of Contract Amount Subjected to Maximum of Rs. 50000/-
14	Competent Authority for granting Time Extension	<i>Upto three months by Executive Engineer (Elect.), After three months by Dy. Housing Commissioner (Elect.)</i>
15	Milestones laid down for the contract	Yes
	If Yes, details of Milestones	Annexure – O
	Liquidated damage	(i) As per Annexure – P (ii) 1% of contract amount in the form of irrevocable bank guarantee (BG) valid till two years from the date of physical completion certificate. Bank guarantee can be released if no litigation exists during such period. (This provision is not applicable in deposit works). 15.9 जहाँ योजना/सम्पत्ति निर्माण की निविदा में वर्णित शर्तों के आधार पर समाहित निर्माण अवधि को ध्यान में रखते हुए ई-ऑफर के माध्यम से सम्पत्ति का विक्रय किया जाता है, लेकिन सम्पत्ति का निर्माण मण्डल अथवा निविदाकार निर्माण कार्य में विलम्ब करने के कारण सम्पत्ति हेतु नीयत समय-सारणी के अन्तर्गत सम्पत्ति का विक्रय-पत्र निष्पादित होकर सम्पत्ति का हस्तांतरण नहीं हो पाता है ऐसी स्थिति में क्रेता पर विलम्ब अवधि का ब्याज भारित नहीं करते हुए ऐसे ब्याज की वसूली निर्माण करने वाले निविदाकार से की जावेगी। (यह प्रावधान निक्षेप कार्यों पर लागू नहीं होगा।)
17	List of equipment for lab	As per Annexure – Q
	Time to establish lab	NA
	Penalty for not establishing field Laboratory if required	Rs25,000/- Per month for the delay NA
18	Defect Liability Period	(i) Development work 18 month after physical completion of work. (ii) Defect liability period shall be <u>Two years</u> after handing over of the work to MPHIDB/Depositor.
21	Competent Authority for determining the rate	<i>Dy. Housing Commissioner (Elect.)</i>
25	Taxes	The Rate quoted by the contractor shall be Exclusive of the GST and all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. GST shall be borne by the Contractor. GST and all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities shall be borne by the contractor and

		<p>payable by the contractor. It is deemed to be included in the financial offer submitted by the contractor that GST and all other taxes are included in the financial offer.</p> <p>Note:- Applicable for all Housing and Commercial schemes only not for deposit work.</p> <p>केन्द्र सरकार, राज्य सरकार तथा म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल द्वारा प्रकरण में गुण-दोष के आधार पर जो भी निर्देश संशोधन किये जायेंगे, वह निविदाकर्ता पर मान्य होंगे।</p> <p>Contractor shall produce the proof of deposit of GST to Govt. paid by the MPHIDB against the bill. Next payment of bill shall only be payable after due verification of GST payment to Govt.verified by E E of concerned Division.</p>
27	Any other condition for breach of contract	NA
28	Penalty	<p>Penalty Shall include</p> <p>(a) Security deposit as per clause 30 of General Conditions of Contract and</p> <p>(b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher</p>
29	Performance guarantee (Security) shall be valid up to	Defect Liability period plus three months
30	Security Deposit to be deducted from each running bill	At the rate of 7% (Seven Percent) <i>(As per circular No.83 Date 23-09-2022)</i>
	Maximum limit of deduction of Security Deposit	Up to 7% (Seven Percent) of Final Contract Amount.
31.	Price Adjustment formula and procedure to calculate.	Not applicable
31.1(1)	Price adjustment shall be applicable	Not applicable
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	No advance against the Construction Machinery
	Clause 32.2 If yes, Unconditional Bank Guarantee	In the format prescribed in Annexure – S Not Applicable

	32.3 If yes, Rate of interest chargeable on advances	10 % annual simple interest Not Applicable
	32.4 If yes, Type & Amount of Advance payment that can be paid	1. Mobilization advance for construction work above Rs20.00cr may be applicable
		limited to 10 % of contract amount Not Applicable
	32.5 If yes, Recovery of advance payment	Recovery of Mobilization advances shall commence when 10% of the Contract Amount is executed and recovery of total advance shall be done on pro rata basis and shall be completed by the time work equivalent to 80% of the Contract Amount is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the out-standing amount of principal at the close of each month. The interest shall be accrued from the day of payment of advance and the recovery of interest shall commence when 10% of Contract Amount is executed and shall be completed by the time work equivalent to 80% of the Contract Amount is executed. In the event of the contractor does not achieve the proportionate progress than the recovery shall be done on monthly basis. Not Applicable
33	33.1 Secured Advance Applicable	Not Applicable
	33.2 if yes, Unconditional Bank Guarantee	In the format prescribed in Annexure F Not Applicable
	33.2 if yes, Amount of Secured Advance	75% of value of material as determined by the Engineer in charge Not Applicable
	33.3 if yes, Conditions for secured Advance	a) The materials are in accordance with the specification for Works; b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk materials

		<p>in measurable stacks.;</p> <p>e) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;</p> <p>d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;</p> <p>e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an indemnity Bond in an acceptable format; and</p> <p>f) The quantity of materials is not excessive and shall be used within a reasonable time as determined by the Engineer.</p> <p>g) Interest @13% shall be charged on secured advance.</p>
	33.4 if yes, Recovery of Secured Advance	The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid] have been incorporated into the works.
35	Completion Certificate – after physical completion of the Work	As per Annexure - U
	Final Completion Certificate – after final payment on completion of the Work	As per Annexure- V
36	Competent Authority	Dy Housing Commissioner Circle---
39	Salient features of some of the major labour laws that are applicable	As per Annexure-W
41	Competent Authority	Addl Housing Commissioner, HO, Bhopal

Drawings

List of Drawings: -

S No	Particulars

Details of Milestones

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 competent authority shall be final and binding upon both the parties.

(B)- As per The Real Estate (Regulation and Development) Act, 2016 and The Real Estate (Regulation and Development) Rule, 2016 interest and compensation is payable to the allottee for the delay occurred in handing over of possession beyond scheduled date. For the delay interest is payable to the allottee as per State Bank of India PLR/MCLR, plus two percent and compensation if any.

In such case, interest and compensation payable to the allottee shall be recovered from the contractor for the period of delay attributed to him as per time allowed for completion of work as per contract agreement. This recovery will be in addition to the amount recoverable under (A) as above.(Not applicable for deposit work)

List of Equipment for Quality Control Lab

S No	Particulars	Numbers
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Price Adjustment (Not Applicable)

The formulas for adjustment of price are as follow:

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

Weightages* of component in the work

S.No	Component	Percentage of component in the work
1	Cement - Pc	
2	Steel - Ps	
3	Bitumen - Pb	
4	POL - Pf	

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

Adjustment for cement component

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

$$VC = 0.85 \times PC/100 \times R \times (C1-C0)/C0 \quad \text{DELETED}$$

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

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

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

Pc= Percentage of cement component of the work

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

Adjustment of steel component

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

$$Vs = 0.85 \times PS \times /100 \times R \times (S1-S0)/S0$$

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

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

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

Ps= Percentage of steel component of the work.

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

Deleted

DELETED

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 at nearest center on the date of opening of Bids.

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

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

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

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

DELETED

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

To

[Name & address of Employer]

[Name of Contractor]

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

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

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

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

Yours truly, _____

Signature and Seal : _____

Name of Bank/Financial Institution: _____

Address : _____

Date : _____

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

Bank Guarantee Form for Secured Advance
INDENTURE FOR SECURED ADVANCES

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

Whereas by an agreement dated _____ (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 propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
 - (3) — That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may 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 re-payable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.~~
- ~~(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 MB No.
Last measurement recorded
 a. Page No. & MB No.
 b. Date

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

Date of issue

Executive Engineer

Final Completion Certificate

Name _____ of _____ Work: _____

.....
.....

Agreement no. Date

Name of Agency :

Used MB No.

Last measurement recorded

a. Page No. & MB No.

b. Date

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

Agreed amount Rs.

Final Amount paid to contractor Rs.

Incumbency of officers for the work

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

Date of issue

Executive Engineer

Salient Features of Some Major Labour Laws Applicable

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

- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations 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]
General

Subject to the nomenclature of the item and the specifications indicated hereafter, the work, in general, shall be carried out in accordance with the MPPWD/ CPWD Specifications and National Building Code of India read with correction slips issued up to the date of receipt of tenders and relevant IS Codes.

Wherever reference to any Indian standard specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.

Before commencement of the work, the successful bidder shall co-relate nomenclature of the items with all the relevant architectural and structural drawings to satisfy himself that the information available there from is complete and unambiguous. The figures and written dimensions on the drawings shall be followed. The dimensions shall not be scaled out. The contractor shall submit for approval of Engineer-in-Charge his workshop / fabrication drawings and the sample of work to be performed under the specified items of work before actually commencing the mass execution of work under the item. Nothing extra shall be payable on this account.

The contractor shall prepare and submit all shape drawings and Bar Bending Schedule to Engineer-in-Charge for approval prior to commencement of work.

The discrepancy in the drawings issued, if any, shall be brought to the notice of Engineer-in-Charge for immediate decision before execution of the work. The contractor, alone, shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous information and no claim whatsoever, shall be entertained on this account.

In the event of any difference or discrepancy in the description of any item or its specifications, the same shall be resolved in the following sequence and decision of the Engineer-in-charge shall be conclusive, final and binding on the contractor:

- a) Special condition of contract.
 - b) The nomenclature of the item.
 - c) Specifications given in drawings, note and as directed by EIC during the course of execution.
 - d) The MPPWD/ CPWD Specifications with amended correction slip up to the date of issue of tender.
 - e) The specifications attached to the tender documents
 - f) In case, it is not possible to resolve the issue with the help of tender documents, the provisions of relevant IS Codes shall be relied upon.
 - g) In case, it is not possible to resolve issue with the help of any of the above stated documents, the decision and directions of the Engineer-in-charge shall be followed for execution and completion of any item of work.
- ~~1. The tenderer shall acquaint himself with the proposed site of work, its sub soil strata, soil investigating reports, underground water tables and its approach roads before quoting his rates. The construction of new approach road or repair of the existing approach and its maintenance during the execution of the work shall all be carried out by the contractor and nothing extra shall be payable over his quoted rates.~~
2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him:
- a) On account of delay in commencing the work by the contractor
 - b) On account of reduction in the scope of work.
 - c) On account of suspension of work or abandoned after award of work.

3. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account.
4. The contractor shall make his own arrangement for water suitable for construction. The water for construction work shall be got tested quarterly from the laboratory approved by the Engineer-in-charge to ensure its suitability for construction. The charges for these tests and related arrangements shall be borne by the Contractor. In the event of water being found unsuitable for construction, the contractor shall make alternative arrangement for suitable water from any other source to the satisfaction of the Engineer-in-charge. However, the contractor shall not be paid extra on this account.
5. The contractor shall take care of all safety precautions pertaining to construction works, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.
6. On account of security consideration, some restrictions may be imposed by the security staff on the working movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
7. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards during day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work during the course of work. Contractor will be responsible for accident involving personnel's on site and should take utmost care to avoid of any accident. Contractor will be indemnity MPH& IDB staff against any such accidents/damages to work or personnel's at site. No hindrance shall be caused to traffic during the execution of the work.
8. The Contractor shall take full responsibility for the care of the works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the works, when the responsibility for the said care shall pass to the Employer. The contractor shall be responsible for the watch and ward of the building safety of all fittings and fixtures including sanitary and water supply fittings and fixtures against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the department. Provided that the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent Works, the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate.
9. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Owner's property and to the work for which the payment has been advanced to him under the contract. This will also cover the defect liability period. Nothing extra on this account shall be payable to the contractor for maintaining such Insurance Policy.
10. Scope of Work during Defect Liability Period
 - A) **Defect Liability Period shall be of 60 (Sixty months) Plus Three Months** after issuance physical completion certificate of work for the entire works (except water proofing and termite treatment) by the competent authority of the project. The scope of work during this period shall be as follows: -
 - 1) The cost of maintenance shall be deemed to be included in tender and nothing extra shall be paid.
 - 2) Remove defects observed during this period in all permanent structures, drains etc. completely.
 - 3) If any item has manufacturing defect, contractor shall replace the same at his own cost. If it is damaged by any other means, the fixtures/ fittings shall be provided by the Department, and the same shall be installed by contractor at his own cost.
11. The work shall be carried out, complying in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed, specifications, conditions of contract, drawings or as directed by the Engineer-in-Charge nothing

extra shall be paid on this account.

12. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
13. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be levied on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
14. Materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications and bearing ISI Certification Mark only unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work. In case of specific items, the material shall be in accordance with the enclosures approved items.
15. The contractor shall submit to the Engineer-in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
16. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor. The contractor shall also be required to conduct detailed Geo investigation such as SBC and bore log on each Block, (if required) as directed before and during the execution of work to enable and MPH& IDB to take appropriate decision. All the testing charges and conveyance etc., for such testing shall be borne by the contractor.
17. In case any material, work is found sub-standard the same shall be rejected by the Engineer-in-charge representative and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in- charge at the risk and cost of the contractor without giving any further notice and time.
18. In order to ensure quality of work during its execution, the Engineer in charge representative may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
19. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge. Whenever ISI 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 materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However, cement/ steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications and will not be used until test certificates are obtained and approved by Engineer-in-Charge.
20. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
21. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials, labor, Tools & Plants including all taxes (including GST), duties, royalties, levies etc. and contractor is liable to borne all the amount as per rules. The employer shall not be liable for any duties, taxes(including GST), royalties and levies if any, labor, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on any account.

22. The rate shall be inclusive of making design, pattern and execution of work as per Architectural and structural drawings, at all levels and heights
23. If any, other agencies doing works related with this project will also simultaneously execute the work and the contractor shall accord necessary co-ordination for unhindered completion of these sub-works.
24. The contractor shall leave necessary holes, opening etc. as may be directed by the Engineer-in-Charge for lying, burying or fixing conduits, pipes, boxes, hooks, fans etc. Conduits for electrical wiring/ cables shall be laid in a way that they leave enough space for concreting and do not adversely affect structural members.
25. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally completed and accepted.
26. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra shall be paid on this account.
27. All tools, plants and measuring or weighing equipment's shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
- ~~28. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting and if any property is damaged by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost to the complete satisfaction of Engineer in charge.~~
29. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labor employed to carry out the work as per direction of Engineer-in-Charge. Nothing extra shall be paid on this account
30. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock, nothing extra shall be paid on this account.
31. The contractor shall get the samples of all the materials to be used in the work approved from Engineer-in-Charge before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Engineer-in-charge. Any delay in getting the samples approved shall be contractor's responsibility. All approved samples shall be kept in office till completion of work.
32. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials so used in different items of work shall be subject to the approval of the Engineer-in-charge.
33. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors.
34. The contractor is supposed to abide by the minimum wages act and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard.
35. For any clarification/ doubt, the employer/Progressive view may organize regular meetings with Contractor. The contractor shall attend such meetings invariably as and when required.

36. Management review meetings shall be held monthly or at discretion of the Engineer-in- Charge and senior management personnel from the contractor shall be present during such meetings. Nothing extra shall be paid on this account.
37. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction program, it shall be the responsibility of the Contractor to complete such portions and maintain such progress. Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matter(s) causing the differences will give their decision which shall be final and binding on the contractor.
38. All chases and openings made by the contractor for his pipe lines shall be filled / covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports / clamps.
39. After completion of work and before issuance of certificate of completion the contractor shall submit eight (8) sets to the Engineer-in-charge all the as-built drawings including layout drawing drawn at an appropriate scale and with 2 copies on CD/DVD indicating the complete PLUMBING/ SANITARY / Electrical system 'as installed', with written approval of Engineer-in-charge on the 8 sets.
40. The contractor shall prepare and produce instruction, operation and maintenance manuals with warranties and guarantees in English for the use, operation and maintenance of the supplied equipment's and installations, and submit to the Engineer-in-charge in (8) copies at the time of handing over. Generally these consist of the following:
- a. Description of the project
 - b. Operating instructions
 - c. Maintenance instructions including procedures for preventive maintenance
 - d. Manufacturer's catalogues
 - e. Spare parts list
 - f. Trouble shooting charts
 - g. Drawings
 - h. Type and routine test certificates for major items
 - i. One (1) set of reproducible 'as built' drawings on appropriate material as directed by Engineer-in-Charge
 - j. Warranties and guarantees of Installed Plant and Equipment and other work like waterproofing, Anti-termite treatment of the soil
41. i The Contractor shall employ competent fully licensed/ qualified plumber for the work of Plumbing/ Sanitary installations in accordance with the drawings and specifications. The licensed plumber shall be available at all times at site to receive instructions from the Engineer-in-Charge in the day to day activities throughout the duration of execution of plumbing/ sanitary work.
- ii On completion of the Plumbing/ Sanitary installation a certificate shall be furnished by the contractor, countersigned by the licensed plumber under whose direct supervision the installation was carried out. This certificate shall be in the form as required by the Engineer-in-charge.
42. i. The contractor shall not be provided storage/ office space for his use. The space has to be constructed/ maintained by the contractor as per his usage requirements. The contractor shall arrange to provide site office accommodation of required size (approx. 50 sqm) at an appropriate location for employer's Staff, along with all required good quality office furniture and other amenities as directed by Engineer-in- Charge for which no extra payment will be made. A sample layout of such facilities is enclosed for guidance. The contractor will have to provide telecommunication, lane cabling and amenities etc as required by EIC. The contractor will operate

and manage all the premises occupied by housing board to the best of condition. All spaces allotted to the contractor as described above shall be vacated and all structures shall be removed from site at any time as and when required and directed by the Engineer-in-charge unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.

- ii. Site order book with numbered pages shall be kept on site. Contractor shall carry out compliance of all instructions properly to the satisfaction of Engineer-in-Charge.
43. Minimum 20% of the prescribed number of tests of the material to be used in the work shall be got tested at Govt. Lab/ National Accreditation Board for Testing and Calibrating Laboratories (NABL) accredited testing laboratory as instructed by Engineer In charge at cost of the contractor, and nothing extra shall be payable on this account.
44. All the records of tests carried out shall be maintained at site by the contractor and shall be available at all times for inspection & follow all quality reference instructions & check list Issued by quality control head of MPHIDB. The contractor shall arrange minimum plant and equipment's as Annexure-I (Format:I-5) at site for the execution of work. These may have to be increased depending on the requirement site.
45. The quantities indicated are for guidance only. However, it may vary to any extent and the contractor will not have any financial or other implications for such variations. The employer reserves the right to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.
46. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered / excavated on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. Any excavated material, as deemed fit for use in the works, shall be put to use by the contractor as instructed by the Engineer-in-Charge. All such materials used shall be deducted from the payment for works at a rate as decided by the Engineer-in-Charge.
47. All statutory approvals and sanctions from Electrical Inspectors and respective electric supply and regulatory authority for Permanent connection etc. are to be obtained by the Contractor at no extra cost. Only the official payment made in the Government treasury for deposit etc. will be reimbursed against the treasury slip/challan.
48. All statutory approvals for Permanent Water, drainage, fire-fighting, Municipal and other services are to be obtained by contractor at no extra cost. Only the official payment made in the Government treasury or to the local bodies for deposit etc. will be reimbursed against the treasury slip/challan.
49. ~~The contractor shall have to furnish a ROYALTY CERTIFICATE in every running bill and a ROYALTY CLEARANCE CERTIFICATE from the District Collector before final bill.~~
50. All statutory approvals for permanent fire NOC and other services are to be obtained by contractor at no extra cost. Only the official payment made in the Government treasury or to the local bodies for deposit etc. will be reimbursed against treasury slip/challan.
51. The contractor get himself registered Regarding the service tax with The Commissioner Customs Central Excise and service tax GOI as per rule Applicable.
52. ~~If the probable amount of contract is more than 50.00 Crore:~~
 - a) ~~The Contractor will have to install, at project site a fully automatic batching plant (Batch Mix Concrete Plant) having capacity to produce concrete work required for Project. This Contractor shall have adequate transit mixture including arrangement for pumping for BMC/RMC.~~
 - b) ~~The contractor shall have to use H frames for Scaffoldings and steel/ply wood~~

~~shuttering for beam and Columns as instructed by EIC. Any claim regarding extra rate for using plywood/other shuttering material will not be entertained and it shall be paid as per BOQ item only.~~

- ~~53. Tower crane if required has to be installed by contractor as instructed by EIC.~~
- ~~54. The contractor shall have to use H frames for Scaffoldings and steel/ply wood shuttering for beam and Columns as instructed by EIC.~~
- ~~55. No extra lift will be payable if work is done by mechanical means in excavation for all type of soil, ordinary rock and hard rock and Back filling.~~
- 56. Special Conditions for Electrical Works**
- a) The contractor will be fully responsible for safety sanction and approval for shifting of existing HT/LT line at working site if any and be removed /dismantled the same as per sanctioned estimate as required and old material shall have to be handed over to MPMKVVCL official at their store for which no extra payment will be allowed and arrangement the record of the same and submit it to MPHIDB authority.
 - b) The contractor has to maintain all safety precautions as per rules and regulations of Indian Electricity Act, M.P. Licensing Board, concern M.P. Viduyat Vitran Co. Ltd., all concerned departments of Central Government and State Government etc. The contractor working staff, employee and directly or indirectly employed labourers / working and any accident or any damage caused to any person or property from / during the course of execution of the work till handing it over to concern M.P. Viduyat Vitran Co. Ltd. / Municipal Corporation / or other Competent Authority as applicable for the work. Any officer/employee of the employer shall not be responsible for any accident or any damage caused to any person or property for during the execution of the work till handing it over to the departments mentioned above and thereafter.
 - c) The drawings which may be issued with the tender are diagrammatic and indicative to the arrangement of various components of the Systems and to the extent of work. But the actual work to be carried out will be as per the approved working drawings which can vary to any extent. The quantities given in the tender may vary and some items may not be used at all depending on work conditions and / or concern M.P. Viduyat Vitran Co. Ltd. Requirements and the contractor shall have no claim on this account. On the completion of the work the contractor shall supply completion drawing in 3 copies with original tracing. A soft copy of completion drawings (on Auto CAD) shall also be provided by the contractor. All test reports of the internal and external electrification installation in three copies shall be handed over to engineer in- charge in good condition by the contractor before finalization of his final bill. The contractor shall supply all above items free of cost.
 - d) Handing over formalities must be done by agency / contractor immediately after completion of work along with charging of line and if any bonafide intention of delay is observed that department reserves the right to withhold/ encases security of the contractor / agency and no separate advance notice to this respect shall be necessary. An electrical sub-contractor should have "A" class license from the office of chief electrical inspector in Charge of the area under which work is executed. The Sub contractor shall appoint licensed electrical supervisors and wiremen to carry out the complete HT and LT electrification work.
- 57. MPHIDB reserve the right to change the location of the site if site is not available for construction anywhere in Gwalior planning area and surroundings in one or more locations and the contractor will be bound to execute the project on the given changed locations at the same quoted rates. No claim whatsoever of contractor will be entertained on this account.**
- 58. The Bid drawings attached with the tender are tentative and subject to changes as per site Conditions during execution. The bidders shall not have any claim whatsoever on account of such changes in drawings at later stage during execution.**
- 59. Extra items if any will be derived by consultant in consultation with employer as per standard format of Rate analysis of CPWD as per tender percentage (above/**

below SOR Rate quoted by the contractor) For those items which are not covered in standard format of Rate analysis CPWD then analysis will be done as per good industrial practice. Contractor shall be bound to accept rates of extra items sanctioned by employer. Same rate shall be applicable up to completion of the project.

60. Running bills to be submitted by the contractor on monthly basis. Bill should be accompanied by all other necessary documents like test reports, photographs, royalty etc as required by M.P. Housing Infrastructure Development Board.
61. All propping and centering should be of steel tubes with extension pieces or built-up sections of rolled steel.
62. During the execution of the work all guideline issued by local Authorities /state govt./ central govt. should be strictly followed by contractor and his staff.
63. All the terms and conditions with which the NOC / permission has been given by various departments / agencies for the construction work, all of them will have to be followed by the contractor in letter and spirit.
64. The tenderer shall also acquaint him about the land available at site. No separate land/space shall be arranged by board for labor hutment& facilities, material staking, working space, vehicle movement etc. All activities shall have to be managed in available space. If needed, work up to the plinth may require to be done in phases but, no claim shall be entertained for any reason.
65. Income Tax to be deducted as per rules.
66. The Rate quoted by the contractor shall be *Exclusive of GST* and all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. GST shall be borne by the contractor. GST and all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities shall be borne by the contractor and payable by the contractor. It is deemed to be included in the financial offer submitted by the contractor that GST, all other taxes are included in the financial offer.

Note- Applicable for all housing & commercial scheme only not for deposit work.

केन्द्र सरकार, राज्य सरकार तथा म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल द्वारा प्रकरण में गुण-दोष के आधार पर जो भी निर्देश संशोधन किये जायेंगे, वह निविदाकर्ता पर मान्य होंगे।

67. Labour Welfare tax to be deducted as per rules.
68. Performance guarantee shall not be enforced on incidence of breakage of glass panes and theft of a building element. Contractor shall paint the buildings in possession of the Board at the end of fifth year at his own cost (no payment shall be made for this) after completion of building works (after date of issue of physical completion certificate as per Annexure-U), all elements of a building with one coat of same material which has been applied in original work. Putty work shall not be repeated except where damage to putty has occurred due to poor workmanship or leakage/ seepage. Painting work done during PG period in accordance to this condition shall be recorded (not for payment in the measurement book of final bill of the same work and shall be mentioned in the letter to be issued by the Executive Engineer at the time of release of security deposit after the end of performance guarantee period (Defects Liability Period).
69. Approved Material List is enclosed
70. Circular 76 dated 28-01-2020 enclosed
71. Refer Circular No. 04 dated 22.01.2020 for action plan for environment related issues with mitigation measures as mention below.(enclosed)

- 72.** Refer Circular No. 05 dated 03.09.2020 निर्माण कार्यो में प्रयुक्त की जाने वाली निर्माण सामग्री की टेस्टिंग तृतीय पक्ष द्वारा कराये जाने के संबंध में. (enclosed)
- 73.** Refer Circular No. 01 dated 14.02.2020 निर्माण कार्य में विलम्ब हेतु मैदानी अधिकारियों के दायित्व का निर्धारण तथा समय पूर्व कार्य करने पर अधिकारियों एवं ठेकेदारों को प्रोत्साहन देने की नीति। (enclosed)
- 74.** The items taken in this tender are for finished items of work covering all materials, required labour, wastage, temporary work, tools, plants, overhead charges, lead and lifts, transportation, cleaning of obstacles if any, required to complete the work unless otherwise specified.
- 75.** The rates offered by agency shall be for finished items of work inclusive of all materials, required labour, wastage, temporary work, tools, plants, overhead charges, lead and lifts, transportation, clearing of obstacles if any, required to complete the work unless otherwise specified.
- 76.** For technical specifications, the I.E. rules 1956, Indian Electricity Act 1910, relevant IS codes with up to date amendments and Technical Specification (if enclosed) will be applicable unless otherwise specified.
- 77.** All materials, fitting appliances etc. used in installation work shall be as per approved list of MP Housing & infrastructure Development Board or as approved by Engineer-in-charge.
- 78.** All materials will be confirming to relevant IS specifications wherever they exist.
- 79.** The contractor shall submit the bill of purchase of materials, Test Certificate etc. and Excise gate passes (wherever required) at the time of making of payments.
- 80.** The contractor shall be responsible for arranging inspections, getting approval of layouts, drawings, GTP, PP etc. from Authorities of MPHIDB/MP Licensing Board/MPMKVVCL/Other Local Bodies before start of execution of work / after completion of work and to submit the required document, Commissioning Certificate / Handing Over Certificate etc. to MPHIDB/MPMKVVCL/RWS. Only official Govt. fees will be paid by MPHIDB and Contractor shall be fully responsible for getting any permission if required from the National Highway Authority.
- 81.** No final payment will be made to the Contractor till the installations are commissined and handed over to MPHIDB/MPMKVVCL/RWS.
- 82.** Income Tax, Labour Welfare Tax, Security Deposit, GST TDS etc. will be deducted from the bill of contractors as per rules.
- 83.** The contractor shall make his own arrangements of water supply, site office, store and electricity at site for execution of work.
- 84.** The contractor shall be responsible for any loss / theft if caused to the Equipment/TV/AC/CCTV system and other materials during the execution of work and upto handing over the installations/System to MPHIDB/Concerned Govt. Deptt.
- 85.** For the Work Experience Certificate or Turn Over purpose if the Agency has provided the Work Experience Certificate or Partial Turn Over of Current Financial Year 2025-26 than the data for the same of Financial Year 2020-21 will not be considered for Work Experience and Average Annual Turn Over.
- 86.** The contractor will be fully responsible for getting Sanction of Main Estimates / Approval for shifting of existing HT/LT line at working site if any and removed/dismantled the same as per

sanctioned estimates as required and old materials shall have to be handed over to MPMKVVCLtd. officials at their store for which no extra payment will be allowed and acknowledge the receipt of the same and submit it to the MPHIDB's Officials. Only official fees/supervision charges will be paid by MPHIDB.

87. As per the provision of the Real Estate (Regulation and Development) Act, 2016 and the Real Estate (Regulation and Development) Rule, 2016 the rate of interest is payable as per the State Bank of India PLR/MCLR plus two percent and compensation, if any to the allottee for the delay occurred in handing over of possession beyond scheduled date. Interest and compensation payable to the allottee shall be recovered from the contractor for the period of delay attributed to him as per contract. The interest payable shall be on the money deposited by the Allottee. (Not applicable for deposit works)

88. RS Joist Pole/Support of 19.6 Kg/Mtr. weight will only be accepted in place of 19.3 Kg/Mtr. weight (for BOQ Item Sr. No. 1) as per SOR of MPMKVVCL, Bhopal.

“For 11/0.433KV 100 KVA / 200 KVA Distribution Transformer if any other Energy Efficiency level in place of Energy Efficiency Level-3(New Level-2) required by the MPMKVVCLtd. the same has to be provided by the Contractor on the same rate as mentioned in BOQ for which No Extra Payment will be allowed”

89. Those Contractor having only SEMI TURNKEY AND LABOUR CONTRACT WORK EXPERIENCE OF MPMKVVCLTD shall not be eligible to participate in the tender. Contractors having TURNKEY CONTRACT WORK EXPERIENCE SIGNED BY CGM, MPMKVVCLTD will be eligible to participate in the tender.

The Work is based on MPPWD SOR-2024 with upto date amendments and MPMKVVCL, Bhopal SOR-2024.

90. Compliance to be done as per circular no 80 Dt. 18.10.2021

" Please read all the BOQ / Specifications / Conditions of Tender before quoting the Percentage Rates."



मध्यप्रदेश गृह निर्माण एवं अधोसंरचना विकास मण्डल

चतुर्थ तल, खण्ड-3, पर्यावास भवन, मद्र टेरेसा मार्ग, अरेरा हिल्स, भोपाल - 462 011 (म.प्र.)

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ई-मेल : mphousing@email.com

:: परिपत्र :: क्रमांक ०१ दिनांक १५-०२-२०२०

विषय:- निर्माण कार्य में विलम्ब हेतु मैदानी अधिकारियों के दायित्व का निर्धारण तथा समय पूर्व कार्य करने पर अधिकारियों एवं ठेकेदारों को प्रोत्साहन देने की नीति।

संचालक मण्डल के 250 वें सम्मिलन दिनांक 10.01.2020 की पदसंख्या-12 पर संकल्प क्रमांक 5229-12/250/01/2020 द्वारा पारित निर्णय अनुसार मण्डल में निर्माण कार्य में विलम्ब हेतु मैदानी अधिकारियों के दायित्व का निर्धारण तथा समय पूर्व कार्य करने पर अधिकारियों एवं ठेकेदारों को प्रोत्साहन देने की नीति लागू की जाती है। नीति की छाया प्रति संलग्न है। यह नीति मण्डल के सभी निर्माण कार्य जिनका अनुबंध दिनांक 30.09.2019 के पश्चात् संपादित हुआ के लिये लागू होगी।

समस्त उपायुक्त एवं कार्यपालन यंत्रियों को निर्देशित किया जाता है कि भविष्य में प्रस्तावित समस्त निर्माण कार्यों के निविदा प्रपत्रों में इस नीति के प्रावधान को सम्मिलित किया जाना सुनिश्चित करें एवं दिनांक 30.09.2019 के पश्चात् अनुबंधित किये गये निर्माण कार्यों के संविदाकारों को इस नीति के प्रावधानों बाबत अवगत कराया जावे।

निर्माण कार्य के मुल्यांकन हेतु समिति के समक्ष प्रस्तुत की जाने वाली जानकारी संलग्न प्रारूप-क में संभागीय कार्यपालन यंत्री एवं उपायुक्त वृत्त द्वारा अपर आयुक्त-1/अपर आयुक्त-2 को प्रेषित की जावेगी।

समस्त उपायुक्त उपरोक्तानुसार कार्यवाही कर पालन प्रतिवेदन प्रेषित किया जाना सुनिश्चित करें।

आयुक्त

म.प्र. गृह निर्माण एवं अधोसंरचना
विकास मण्डल, भोपाल

क्रमांक 254 /तक. शाखा/4(1)/2020
प्रतिलिपि:-

भोपाल, दिनांक 13 /फरवरी/2020

- (1) निज सचिव, मान. अध्यक्ष/आयुक्त, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, मुख्यालय भोपाल।
- (2) अपर आयुक्त-1/2/3, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, मुख्यालय, भोपाल।
- (3) वित्तीय सलाहकार सह मुख्य लेखा अधिकारी/मुख्य प्रशासनिक अधिकारी/मुख्य अंकेक्षण अधिकारी/मुख्य वास्तुविद/मुख्य सतर्कता अधिकारी एवं विधि सलाहकार/भू-प्रबंधन अधिकारी/मुख्य सम्पदा अधिकारी, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, मुख्यालय भोपाल।
- (4) उपायुक्त, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, वृत्त-1/2/विद्युत वृत्त भोपाल/सागर/ग्वालियर/ इन्दौर/जबलपुर/रीवा/उज्जैन।

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मध्यप्रदेश गृह निर्माण एवं अधोसंरचना विकास मण्डल

चतुर्थ तल, खण्ड-3, पर्यावास भवन, मदन टेंरेसा मार्ग, अरेरा हिल्स, भोपाल - 462 011 (म.प्र.)

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परिपत्र क्रमांक- 05 दिनांक- 03/09/2020

विषय-निर्माण कार्यों में प्रयुक्त की जाने वाली निर्माण सामग्री की टेस्टिंग तृतीय पक्ष द्वारा कराये जाने के सम्बन्ध में।

म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल द्वारा प्रदेश में आवासीय योजनाओं, निक्षेप कार्यों एवं पुनर्घनत्वीकरण कार्यों का क्रियान्वयन किया जा रहा है। कार्यों की गुणवत्ता बनाये रखने की दिशा में यह निर्देशित किया जाता है कि निर्माण कार्यों में प्रयुक्त की जाने वाली निर्माण सामग्री की गुणवत्ता की जाँच क्षेत्र में उपलब्ध शासकीय तकनीकी महाविद्यालय एवं N.A.B.L. अनुमोदित निजी टेस्टिंग लेब के माध्यम से निर्धारित अंतराल तथा सामग्री का लॉट (Lot) बदलने की स्थिति में कराया जाना सुनिश्चित करें। निर्माण स्थल पर टेस्टिंग की प्रक्रिया अनुबन्धानुसार यथावत् रहेगी। यह भी निर्देशित किया जाता है कि टेस्टिंग परिणाम का संधारण पृथक-पृथक किया जावे। शासकीय लेब अथवा निजी लेब द्वारा टेस्टिंग किये जाने का व्यय निविदाकार द्वारा वहन किया जावेगा। इस परिपत्र को Special conditions के माध्यम से निविदा प्रपत्र में सम्मिलित किया जावे।

निर्माण सामग्री की गुणवत्ता सुनिश्चित किये जाने हेतु उपरोक्त निर्देशों का कड़ाई से पालन सुनिश्चित करें तथा वरिष्ठ अधिकारियों के निरीक्षण के समय उपरोक्तानुसार संधारित रिकार्ड कार्यस्थल पर उपलब्ध कराया जाना भी सुनिश्चित करें।


03/09/2020
आयुक्त

म.प्र. गृह निर्माण एवं अधोसंरचना
विकास मण्डल, भोपाल

निरन्तर-2

म.प्र.गृह निर्माण एवं अधोसंरचना विकास मण्डल
पर्यावास भवन, भोपाल

// परिपत्र क्रमांक-76 दिनांक-28/01/2020

विषय:- मण्डल की प्रस्तावित योजनाओं में पर्यावरण से संबंधित विषयों पर कार्य योजना (एक्शन प्लान) के क्रियान्वयन के संबंध में।

सन्दर्भ:- मुख्यालय का परिपत्र क्रमांक-04 / तक.शा.-2 / मण्डल / 2020 भोपाल, दिनांक 22.1.2020

मण्डल के सभी प्रस्तावित योजनाओं में पर्यावरण से संबंधित विषयों पर कार्य योजना का क्रियान्वयन किया जाना है। अतः निविदा प्रपत्र एपेण्डिक्स 2.1 के सेक्शन-3 कन्डीशन ऑफ कॉन्ट्रैक्ट-पार्ट-2 स्पेशल कन्डीशन ऑफ कॉन्ट्रैक्ट (एस.सी.सी.) अन्तर्गत नवीन बिन्दु क्रमांक-15 निम्नानुसार समाहित किया जाता है:-

Action Plan for Environment related issues with mitigation measures		
Sl. No.	Environmental Issues	Mitigation Measures
1	Generation of dust	<ul style="list-style-type: none"> The contractor will take every precaution to reduce the levels of dust at construction sites. Water will be sprayed as required, on locations of excavations, internal unfinished roads/walkways and locations of sand and sub grade storages. Water for spraying will be used from the water stored for construction. All filling works are to be protected or covered in a manner to minimize dust generation in order to minimize dust impacts. Construction site will be protected through prefabricated Mild Steel sheets of adequate height. Air quality monitoring will be conducted as and when required.
2	Emission from construction vehicles, equipment and machinery	<ul style="list-style-type: none"> All vehicles, equipment, and machinery used for construction shall conform to the Government of India vehicle emission norms. For equipment emission norms as specified in Environmental Protection Rules 2000 will be followed. The discharge standards promulgated under the Environment Protection Act, 1986 shall be adhered to. The Contractor shall maintain a record of pollution under control for all vehicles and machinery used during the contract period, which shall be produced for verification whenever required.
3	Water pollution from fuel and lubricants	<ul style="list-style-type: none"> The contractor shall ensure that all construction vehicle parking locations; fuel and lubricants storage sites; vehicle, machinery, and equipment maintenance and refuelling sites shall be located at sufficient distance from the existing buildings. The contractor shall also ensure that all vehicles and machinery, as well as equipment operation, maintenance, and refuelling shall be carried out in such a manner that spillage of fuels and lubricants does not contaminate the ground. Waste water from vehicle parking and fuel storage areas will be diverted to an oil and grease interceptor. The waste oil skimmed from oil interceptor will be stored in leak proof drums and will be sold to authorize recyclers only. The refuelling and vehicle maintenance will be avoided at the campus.
4	Soil pollution due to fuel and lubricants, construction wastes	<ul style="list-style-type: none"> The fuel storage and vehicle cleaning area will be stationed such that spillage of fuels and lubricants does not contaminate the ground. Soil and pollution parameters will be monitored as per monitoring plan.
5	Soil erosion and water ponding on account of excavation	<ul style="list-style-type: none"> Slope protection measures will be undertaken as per design to control soil erosion especially on side slopes of access and internal roads. The excavation works will be avoided during monsoon months to avoid soil erosion, stagnation of water, and vector - borne diseases.
6	Water pollution from construction wastes	<ul style="list-style-type: none"> The contractor shall take all precautionary measures to prevent entry of waste water in to any building area or open area.

Sl. No.	Environmental Issues	Mitigation Measures
7	Stockpiling of construction materials	<ul style="list-style-type: none"> •Stockpiling of construction materials will be done in such a way that it does not impact and obstruct the drainage. •Stockpiles will be covered to protect from dust and erosion.
8	Arrangement for construction water	<ul style="list-style-type: none"> •To avoid disruption or disturbance to other water users, the contractor shall arrange water from the market through authorized tanker suppliers or from the local municipality.
9	Waste disposal	<ul style="list-style-type: none"> •The pre-identified disposal location shall be part of the comprehensive waste disposal plan. •A solid waste management plan will be prepared by the contractor in consultation with local civic authorities. • Contractor shall ensure that waste shall not be disposed off near storm water natural drain in the surrounding of the site and along the access path.
10	Drinking water availability at construction camp and construction site	<ul style="list-style-type: none"> •Sufficient supply of cold potable water to be provided and maintained. The drinking water will be obtained from the market. No public supply source in the vicinity of sub- project will be used for drinking or construction purposes. The drinking water will be stored in a suitable size storage tank to ensure uninterrupted availability. •Contractor will submit his plan on how availability of drinking water shall be assured. The original source of the water supplied by the tankers will be recorded.
11	Site clearance activities, including delineation of construction areas	<ul style="list-style-type: none"> •Only ground cover or shrubs and few trees that directly affect the permanent works or necessary temporary works shall be removed with prior approval from the environmental expert. •All areas used for temporary construction operations will be subjected to complete restoration to their former condition with appropriate rehabilitation procedures. • Photographic records shall be maintained for the temporary sites used for construction. These will help in proper restoration.
12	Traffic circulation plan during construction	<ul style="list-style-type: none"> •Prior to commencement of site activities and mobilization on ground, the contractor will prepare and get approval from the engineer (MPHIB Circle Engineer) for a circulation plan during construction for safe passage of vehicles.
13	Sanitation facilities at construction camp	<ul style="list-style-type: none"> •The contractor shall provide sanitation facilities at the camp site. These facilities will include dustbins in adequate numbers for solid waste collection, and separate toilets for male and female workers. •Toilet facilities shall be maintained and septic tanks or soak pits shall be provided. The dust bins shall be regularly emptied and waste from camp site shall be disposed of at designated locations.
14	Noise pollution	<ul style="list-style-type: none"> •The contractor shall confirm that all construction equipment shall strictly conform to the Ministry of Environment, Forests and Climate Change and Central Pollution Control Board noise standards. •Contractor must ensure that all vehicles and equipment used in construction shall be fitted with exhaust silencers. •At the construction sites, noisy construction work such as crushing, operation of diesel generator sets, use of high noise generation equipment shall be stopped during the night time between 10:00 p.m. to 6:00 a.m. •Noise limits for construction equipment used in this project will not exceed 75 dB (A) at 1 m distance. However, noise levels as specified in ambient noise standards (55 dB(A) during day time and 45 dB(A) during night time) will be adhered to during the construction phase. • Noise level monitoring will be carried out as per monitoring plan. •The construction sites will be properly barricaded through Mild Steel sheets of adequate height to avoid noise impacts.

Sl. No.	Environmental Issues	Mitigation Measures
15	Material handling at site	<ul style="list-style-type: none"> Workers employed on mixing cement, lime mortars, concrete, etc., will be provided with protective footwear and protective goggles. Workers engaged in welding works will be provided with welder's protective eye-shields. The use of any toxic chemical will be strictly in accordance with the manufacturer's instructions.
16	Disposal of construction waste, debris, cut material	<ul style="list-style-type: none"> The contractor shall confirm that safe disposal of the construction waste will be ensured in the pre-identified disposal locations. In no case will any construction waste will be disposed of around the project site indiscriminately.
17	Clearing of construction of camp and restoration	<ul style="list-style-type: none"> Contractor to prepare site restoration plans for approval by the engineer. The plan is to be implemented by the contractor prior to demobilization. On completion of the works, all temporary structures will be cleared away, all rubbish burned, excreta or other disposal pits or trenches filled in and effectively sealed off, and the site left clean and tidy, at the contractor's expense.
18	Impacts on flora and fauna	<ul style="list-style-type: none"> Conduct site induction and environmental awareness. Limit activities within the work area. Plant trees and shrubs in the area/space marked for plantation in the layout. A minimum of 100 trees will be planted to compensate for 10 trees to be cut. This compensatory plantation will be taken up in the space identified in the layout.
19	Increased storm water runoff from alterations. natural drainage patterns due to landscaping, excavation works, and addition of paved surfaces	<ul style="list-style-type: none"> Design of proposed infrastructure facilities enables efficient drainage and does not disturb natural drainage patterns. The storm water generated will be diverted to local drains through an already existing drainage system.
20	Integration of energy efficiency and energy conservation programs in design of subproject components	<ul style="list-style-type: none"> The detailed designs for the subproject have ensured that environmental sustainability principles, including energy efficiency, resource recycling, waste minimization, etc. The design considers the following energy efficiency measures: <ul style="list-style-type: none"> Usage of recyclable materials like wood substitutes. Installation of Bureau of Energy Efficiency-certified equipment Usage of energy efficient lighting fixtures (LED) Rain water harvesting structures planned for collection of roof top rain water for ground water recharge, horticulture and / or flushing usage.
21	Social and Cultural Resources	<ul style="list-style-type: none"> Consult Archaeological Survey of India or Madhya Pradesh State Archaeology Department to obtain an expert assessment of the archaeological potential. Consider alternatives if the site is found to be of medium or high risk. Include state and local archaeological, cultural and historical authorities, and interest groups in consultation forums as project stakeholders so that their expertise can be made available. Develop a protocol for use by the construction contractor in conducting any excavation work, to ensure that any chance finds are recognized and measures are taken to ensure they are protected and conserved.
22	Access for construction material transportation	<ul style="list-style-type: none"> Plan transportation routes so that heavy vehicles do not use narrow local roads. Schedule transport and hauling activities during nonpeak hours and non teaching hours (early morning and late evening). Locate entry and exit points in areas where there is low potential for traffic congestion. Keep the construction locations within the campus free from all unnecessary obstructions. Drive vehicles in a considerate manner.

SECTION 4

BILL OF QUANTITIES (BOQ)

General Description of work : *Shifting of UPS from IT Lab to nearby room at ITI Gwalior*

Probable amount of contract: Rs. *3,72,757/-*

Estimate for shifting of UPS from IT lab to nearby room at ITI Gwalior						
				Based On MPPWDSOR-2024		
				All Amount in Rs.		
S.No	SOR NO.	Description	Unit	Rate	Qty.	Amount
1	15.1	Supplying and fixing PVC conduit as required confirming to IS 9537 (Part-3), ISI marked along with accessories on surface etc. as required.				
	15.1.2	PVC conduit 25 mm. (MMS)	Metre	67.00	430.0	28810.00
2	19.1	Supplying and drawing single core PVC insulated cable FRLS with copper multi strand conductor ISI marked in existing rigid PVC casing and capping/conduit in surface or concealed as per specification.				
	19.1.5	10.00 sq. mm. cable				
	19.1.5.1	1 X 10.00 sq. mm.	Metre	111.00	430.0	47730.00
3	27.8	Supply of ISI marked and accepted standard of miniature circuit breaker (MCB) of 'C' series with short circuit indication, suitable for 240/415 Volts,50 Cycle, 10 kA/15 kA Value AC supply conforming to IS : 8828 : 1996, IEC : 60898 :2002 & 60947-2 but without enclosures :-				
	27.8.1	SINGLE POLE (SP)				
	27.8.1.2	6-32 Amp Rating	Each	263	18.0	4734.00
		Four Pole MCB				
	27.8.4.4	MCB FP 50A to 63A, 10kA	Each	2795.00	1.0	2795.00
4	27.12	Supplying of approved make TPN MCB DB metal double door IP 43 protection with provision for FP MCB/ Isolator/ RCCB/ RCBO as incomer and SP MCBs as outgoing inclusive of busbar, neutral bar, earth bar, connection copper wire not less than 16 sq.mm & two earth terminals etc. complete as per IS:13032(exclusive of MCB & isolator):				
	27.12.3	6 Way (8+18)	Each	5526	1.0	5526.00
5	28.4	Fixing of MCB/MCCB/Isolator in sheet steel enclosure as required as per accepted practice, including mounting on busbar and cable connection etc. complete (labour only)				
	28.4.1	MCB/Isolator SP/DP	Each	22	18.0	396.00
	28.4.2	MCB/MCCB/ISOLATOR/TP/TPN/FP	Each	1	28.0	28.00

6	28.8	Labour charges for fixing sheet steel enclosures, MCB/MCCBDB flush mounting type , as per accepted practice, duly embedded and end plate completely flushed in wall, cable connection etc. complete :-				
	28.8.1	27.11.1 to 27.11.7 ; 27.12.1 to 27.12.3 & 27.13.1	Each	268	1.0	268.00
7	37.6	GI wire conductor earth electrode Supply and laying 4.0mm (8 SWG) dia. G.I. wire at 0.5 metre below ground level as conductor earth electrode including jointing etc. as required.	Metre	21	80.0	1680.00
8	41.4	Supply of XLPE insulated FRLS heavy duty power cable conforming IS-7098 (Part-1) 1988, 1100 Volt grade, 2/3/4/8/10/12 core ISI marked with copper stranded/solid conductor.				
	41.4.4	Armoured 4 core				
	41.4.4.5	10 sq. mm.	Meter	625	430.0	268750.00
9	41.15	Cable Laying				
	41.15.7	Laying of one number armoured / unarmoured power cable 1:1 KV grade of size not exceeding 25 sq. mm in the existing RCC hume/stone ware/G.I. pipe/ DWC Pipe/ surface in existing trench as required.	metre	28	430.0	12040.00
					TOTAL	372757.00

**Executive Engineer
M.P. Hous. & Inf. Dev. Board
Division Electrical Gwalior**

List Of Approved Make Of Materials

S. N. o.	Materials		Make
1	Modular accessories such as switch, socket, regulator, box, cover plate , base frame, etc.(ISI Mark)	1	Legrand (Artior) / Anchor (Vision) / Schneider (Unica pure) / Honeywell (Blanze Pro)/ ABB (Liora) C&S (elusion)Havells (venora)
2	PVC non metallic conduit pipe(HMS) with accessories (ISI Mark)	2	Polycab/Precision/Modi/ KT Ind
3	PVC insulated Flexible copper cable	3	Havells/Finolex/KEI/Polycab/RR kabel/ Plaza Cables /Grandlay Cables/
4	MCCB	4	Legrand(DPX 3)/L&T(dsing)/ Schneider (compact NSX) Indoasian (Optium)/ABB Fourmula,
5	MCB / RCBO	5	Legrand/Hagar/ Schneider/ABB
6	MCB DB, Metal clad socket	6	Legrand/Hagar/ Schneider/Indoasian /ABB
7	Ceiling / Exhaust/Wall fan	7	Bajaj/Khaitan/Orient /Crompton
8	Bulk head fitting	8	Philips/ /Bajaj/Wipro
9	Telephone Cable	9	Havells/Finolex/Delton/KEI /Polycab
10	Telephone tag block	10	Krone
11	Telephone socket	11	Legrand (Artior) / Anchor (Vision) / Schneider (Unica pure) Honeywell (Blanze Pro)/
12	Computer socket	12	Systimax/Panduit/Legrand / Honeywell (Blanze Pro) / Anchor (Vision) / Schneider (Unica pure)
13	Cat-6 LAN cable	13	Systimax/Panduit/Legrand/Finolex /Havells
14	Computer patch card , patch panel & rack	14	Systimax/Panduit/Legrand/ Honeywell (Blanze Pro) / Anchor (Vision) / Schneider (Unica pure)
15	Aluminium/ Copper armored cable 1100 volt grade	15	Havells/Finolex/ KEI / Polycab/RR Kabel / Plaza Cable/ Grandlay Cables
16	Fire alarm & repeater panel	16	Siemens (cerberus PRO FC 722 series) / Honeywell (Notifier – NET) /
17	Multi detector,manual break glass,sounder and control relay module	17	Siemens /Honeywell /KIDDE)
18	Dome / Bullet camera/ Network video recorder	18	Honeywell /American dynamics / Pelco
19	DG Sets	19	Cumines /Kirloskar / greaves Cotton
20	Hard disk	20	Toshiba/Seagate
21	Flat Screen Monitor/ Smart TV	21	Panasonic /Sony / LG
22	CCTV Switches	22	Cisco/HP/Juniper
23	EPABX System	23	Avaya/Alcatel/Matrix/NEC/Panasonic
24	Telephone instrument	24	Binatone/Panasonic
25	IP-Phones , Digital Key Phone	25	Avaya/Alcatel/Matrix
26	LIU fully loaded Fiber Light Interface Units	26	Systimax / Panduit / Legrand
27	Media Convertor	27	Bestnet / TP Link
28	SC Fiber Pigtail , Fiber Adaptor , Splicing , Patch Cord&FiberArmored Cable	28	Systimax / Panduit / Legrand
29	LAN Switch	29	Cisco / HP / Juniper
30	FIRE ALARM WIRE	30	Havells / Finolex / KEI/ Polycab/RR Kabel
31	Light fixture	31	Wipro / Philips / Bajaj/Crompton
32	IP DOOR VIDEO PHONE , DISPLAY AND SOFTWARE	32	BAS / 2N / TCS
33	MS C CLASS PIPE	33	Jindal (Hissar) / Tata / Zenith
34	Sluice / butterfly / NRV / Globe / Gate valve	34	Kirloskar / Audco / Zolota / Kartar

List Of Approved Make Of Materials

35	Sprinkler	35	Tyco / HD / Viking
36	Pump and motor	36	Kirloskar / mather& plate (Wilo) / Grundfos
37	Fire diesel engine	37	Kirloskar / mather& plate / Greaves
38	RRL hose pipe, hydrant valve , nozzle, branch pipe,H	38	Newage / minimax / Venus / Fire shield
39	Flow, pressure switch	39	Danfoss / Indfos / System sensor
40	First aid hose reel, drum, Fire brigade connection	40	Newage / minimax / Venus / Fire shield
41	Audio Public Address system	41	JBL/Honeywell(PAVA) / Bose
42	Copper AC Pipe as per BIS	42	RR Shramik/ Mandev/ MexFlow /Rajkco
43	G.I.Cable Trey	43	Indana. KT Industries , V Y Enterprises
44	Fire extinguisher	44	Newage / minimax / Venus / Fire shield / Ceasefire
45	Pressure gauge	45	H – guru / Waree / Fiebig
46	Lift/ Stretcher lift	46	Otis / Mitsubishi / Johnson / TK elevator / Schindler
47	HD Alarm valve	47	Newage / minimax / Venus / Fire shield
48	Panel manufacturer	48	Ajanta electrical Bhopal / V Y Enterprises Bhopal / SPC Electrotechpvt. Ltd. Delhi/Solution system
49	Split / VRV AC	49	O General / Mitsubishi / Daikin
50	UPS	50	Emerson / APC / Numeric (Legrand)
51	Pop up type flush mounting boxes	51	Legrand / schneider
52	Audio Public Address system	52	JBL/BOSCH/Honeywell(PAVA)
53	Ceiling ring speakers with line matching transformer	53	BOSCH model no.BLBD 0606/10. OR equivalent of JBL/PHILIPS/Honeywell
54	Over Head Projector	54	Sony model no. VPL-SW-631 OR equivalent of Panasonic/EPSON/LG
55	HDMI , VGA , audio cable	55	MX / Dye ton/SONY
56	Wall mounted Speakers	56	Bosch / JBL
56	DTH connection	57	TATA SKY / Airtel / Dish TV / Videocon
57	Videowall Controller	58	Datapath / NUV / Intellitech
58	Document Camera	59	Lumens / Elmo / Wolfvision
59	Class D configurable amplifier	60	Bose / Lab gruppen / Ashly audio
60	Digital Mixer	61	Bose / JBL /Alleh& heath / Mackie
61	Video Conference System	62	Bose / JBL /Alleh& heath / Mackie/Polycom / Cisco / Lifesize

NOTE :-The make and model of above mentioned materials are prevailing in presentmarket.If model of some materials are discontinued,then equivalent model shall be used by prior permission of Dy. Housing commissioner (Electrical) Before use at site


Executive Engineer,
M.P. Housing & Infrastructure
Development Board
Division Electrical, Gwalior

म.प्र.गृह निर्माण एवं अधोसंरचना विकास मण्डल
मुख्यालय, पर्यावास भवन, गोपाल
:: परिपत्र :: क्रमांक 82 दिनांक 21/09/2022

विषय:- निविदा प्रपत्रों में शासन के भौतिक कण्डिकाओं में संशोधन किये जाने बाबत।

मण्डल में प्रचलित कण्डिका जी.सी.सी.कॉन्ट्रैक्ट डाटा-18 एवं पी.ए.सी. राशि के आधार पर बी.ओ.क्यू. आयटमों का निविदा दर में हो रही विसंगति बाबत तकनीकी समिति द्वारा लिये गये निर्णय निम्नानुसार है जो परिपत्र जारी होने की दिनांक से लागू होगा।

क्र	कण्डिका	कण्डिका विवरण	मण्डल में प्रचलित नियम	संशोधित नियम
1	जी.सी.सी. कॉन्ट्रैक्ट डाटा-18	परफारमेंस गारण्टी पीरियड (डिफेक्ट लायबिलिटी पीरियड)	अ. विकास कार्य हेतु कार्य पूर्णता उपरान्त 18 माह + 3 माह ब. निर्माण कार्य हेतु कार्य पूर्णता उपरान्त 5 वर्ष + 3 माह नोट:-वर्तमान में पी.डब्ल्यू.डी. में उपरोक्तानुसार डिफेक्ट लायबिलिटी पीरियड लागू है।	अ. विकास कार्य हेतु कार्य पूर्णता उपरान्त 18 माह + 3 माह (बैंक गारण्टी के रूप में) ब. निर्माण कार्य हेतु कार्य पूर्णता उपरान्त 5 वर्ष + 3 माह (बैंक गारण्टी के रूप में)
2	-	पी.ए.सी. राशि के आधार पर बी.ओ. क्यू. आयटमों का निविदा दर अनुसार भुगतान	अ. वर्तमान में प्राप्त निविदा दर अनुसार बी.ओ.क्यू. आयटमों की दरों को आधार मानकर भुगतान किया जाता है, न कि आंकलित पी.ए.सी. राशि की गणना/दर के आधार पर।	अ. बी.ओ.क्यू. दरों के आधार पर भुगतान किया जाना। (आगामी निविदाओं पर लागू होगा)

नोट:- उदाहरण स्वरूप यदि किसी निविदा की बी.ओ.क्यू. आयटमों की दरों के आधार पर लागत राशि रुपये 10.00 लाख है एवं 5 प्रतिशत कम आंकलित कर पी.ए.सी. राशि निकाली जाती है तथा यदि निविदाकार 10 प्रतिशत कम दर प्रस्तुत करता है, तो निविदाकार को भुगतान बी.ओ.क्यू. दरों के आधार पर 10 प्रतिशत कम कर भुगतान किया जायेगा, न कि पी.ए.सी. आधार पर 15 प्रतिशत। इस तथ्य का उल्लेख निविदा-अभ्यर्थण में करना आवश्यक होगा।

(एस.के.मेहर)

अपर आयुक्त

म.प्र.गृ.नि.एवं अधो.वि.मं.भोपाल.
भोपाल, दिनांक 21/09/2022

क्रमांक-762/तक. शाखा-1/2022

प्रतिलिपि:-

- (1) निज सचिव, मान. अध्यक्ष/निज सचिव, आयुक्त, म.प्र. गृह निर्माण एवं अधो. विकास मण्डल, भोपाल।
- (2) समन्वयक अधिकारी/विशेष कर्तव्यस्थ अधिकारी, मान. अध्यक्ष, म.प्र.गृ.नि. एवं अधो.वि. मण्डल, भोपाल।
- (3) अपर आयुक्त (I/II/III) म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, भोपाल।
- (4) वित्तीय सलाहकार सह मुख्य लेखा अधिकारी/मुख्य प्रशासनिक अधिकारी/मुख्य अंकेक्षण अधिकारी/मुख्य वास्तुविद/मुख्य सर्तकता अधिकारी एवं विधि सलाहकार/भू-प्रबंधन अधिकारी/मुख्य सम्पदा अधिकारी, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, भोपाल।
- (5) उपायुक्त, म.प्र.गृ.नि. एवं अधो.वि. मण्डल, वृत्त-1/2/विद्युत वृत्त भोपाल/सागर/ग्वालियर/इन्दौर/जबलपुर/रीवा/उज्जैन की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।
- (6) कार्यपालन यंत्री, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, संभाग-1, 2, 3, 4, 5, 6 विद्युत, भोपाल/होशंगाबाद/रीवा/सतना/सिंगरौली/शहडोल/संभाग-1, 2, विद्युत इंदौर/खण्डवा/धार/संभाग.1, 2, विद्युत जबलपुर/कटनी/बालाघाट/छिन्दवाड़ा/संभाग-1, 2, विद्युत, ग्वालियर/ गुना/मुरैना/ सागर/दमोह/छतरपुर/उज्जैन/रतलाम।
- (7) मुख्य आई.टी.अधिकारी, म.प्र.गृ.नि. एवं अधो.वि. मण्डल मुख्यालय भोपाल - कृपया वेबसाईड पर परिपत्र अपलोड हेतु एवं e-mail से उपायुक्तों/कार्यपालन यंत्रियों को सूचित करने का कष्ट करें।

अपर आयुक्त

म.प्र. गृह निर्माण एवं अधोसंरचना
विकास मण्डल, भोपाल

म.प्र.गृह निर्माण एवं अधोसंरचना विकास मण्डल
मुख्यालय, पर्यावास भवन, भोपाल

:: परिपत्र :: क्रमांक 83 दिनांक 23/09/2022

विषय:-निविदा प्रपत्रों में शासन के भौतिक कण्डिकाओं में संशोधन किये जाने बाबत।

उप सचिव म.प्र. शासन नगरीय विकास एवं आवास विभाग म.प्र. भोपाल द्वारा आदेश क्रमांक-एफ-10-17/2020/18-2 भोपाल, दिनांक 25.8.2022 द्वारा एम.पी. पी. डब्ल्यू. डी विभाग में प्रचलित/संशोधन अनुसार निर्देशों का पालन करने हेतु निर्देशित किया गया है। दिनांक 19.9.2022 को सम्पन्न तकनीकी समिति की बैठक में मण्डल के दृष्टिगत मण्डल में वर्तमान में प्रचलित नियमों के स्थान पर निम्नांकित संशोधन किये जाने का निर्णय सर्व सम्मति से लिया गया है। यह परिपत्र जारी होने की दिनांक से लागू होगा। जिन निविदाओं का विज्ञापन प्रकाशन किया जा चुका है, उनमें आवश्यक संशोधन हेतु कॉरिज्मेंट जारी कर सकते हैं। किन्तु जिन निविदाओं के प्रपत्र ए. बी एवं सी ओपन कर लिये गये हैं, उनके लिये यह प्रपत्र लागू नहीं होगा।

क्र	कण्डिका	कण्डिका विवरण	मण्डल में प्रचलित नियम	संशोधित नियम
1	आई.टी. बी.बिड डाटाशीट-22	परफारमेंस सिक्यूरिटी एवं अतिरिक्त परफारमेंस सिक्यूरिटी	कॉन्ट्रैक्ट राशि का 5 प्रतिशत निक्षेप कार्य हेतु तथा मण्डल के आवासीय/अटल/पुर्नघनत्वीकरण के लिये 6 प्रतिशत। अतिरिक्त परफारमेंस राशि 15 प्रतिशत कम निविदा दरें प्राप्त होने पर प्राप्त निविदा दर अनुसार निविदा दर एवं 15 प्रतिशत के अन्तर की राशि निविदा राशि के आधार पर।	कॉन्ट्रैक्ट राशि का 3 प्रतिशत समी प्रकार के निर्माण कार्य हेतु अतिरिक्त परफारमेंस राशि 10 प्रतिशत कम निविदा दरें प्राप्त होने पर प्राप्त निविदा दर अनुसार निविदा दर एवं 10 प्रतिशत के अन्तर की राशि निविदा राशि के आधार पर।
2	जी.सी. सी. कॉन्ट्रैक्ट डाटा-30	सुरक्षा राशि प्रत्येक रनिंग बिल से किये जाना। सुरक्षा राशि की अधिकतम सीमा।	अ. प्रत्येक रनिंग बिल के आधार पर 6 प्रतिशत कटौती कर जमा करना। उपरोक्तानुसार। किन्तु अंतिम देयक तक की कुल राशि का 6 प्रतिशत।	प्रत्येक रनिंग बिल के आधार पर 7 प्रतिशत कटौती कर जमा करना। उपरोक्तानुसार। किन्तु अंतिम देयक तक की कुल राशि का 7 प्रतिशत।
3	जी.सी. सी. कॉन्ट्रैक्ट डाटा-31	प्राईज एडजस्टमेंट (प्राईज एक्सक्लेशन)	वर्तमान में मण्डल में लागू नहीं है।	वर्तमान में भी लागू नहीं किया जाना है।

आयुक्त के आदेशानुसार,

(एस.के.मेहर)
अपर आयुक्त
म.प्र.गृह निर्माण एवं अधोसंरचना
विकास मण्डल, मुख्यालय भोपाल

म.प्र.गृह निर्माण एवं अधोसंरचना विकास मण्डल
मुख्यालय, पर्यावास भवन, भोपाल

:: परिपत्र :: क्रमांक 9/ दिनांक 31 /07/2025

विषय:- निविदा प्रपत्रों में शासन के भांति अतिरिक्त परफॉरमेंस गारंटी एवं कार्यस्थल पर लेबोरेट्री स्थापित करने के संबंध में संशोधन किये जाने बाबत।

संदर्भ :- (1) उप सचिव, म.प्र. शासन लोक निर्माण विभाग, मंत्रालय, भोपाल का आदेश क्रमांक एफ-53/02/2011/यो/19/524 दि. 14.02.2025
(2) मुख्यालय का परिपत्र क्र. 83 दि. 23.09.2022

वर्णित विषयांतर्गत मध्यप्रदेश शासन, लोक निर्माण विभाग द्वारा जारी आदेश क्रमांक एफ-53/02/2011/यो/19/2022 भोपाल दिनांक 10 अगस्त 2022 के तारतम्य में मुख्यालय के संदर्भित परिपत्र 2 में जारी किये गये अतिरिक्त परफॉरमेंस गारंटी के स्थान पर नवीन अतिरिक्त परफॉरमेंस गारंटी राशि की गणना एवं इसकी कार्य पूर्णता उपरांत वापसी एवं कार्यस्थल पर लेबोरेट्री आदि की स्थापना हेतु निम्नानुसार संशोधन प्रतिस्थापित किये जा रहे हैं। एन.आई.टी. बिड डाटा शीट की कण्डिका 22 एवं अन्यत्र भी आवश्यक संशोधन कर, आगामी कार्यों हेतु संशोधित एन.आई.टी. जारी की जाना है तथा यह संशोधन नवीन कार्यों अथवा नवीन अनुबंधों पर जारी करने की दिनांक से लागू होंगे तथा पूर्व में किये गये अनुबंध अथवा किये जा रहे कार्यों पर नहीं।

(1) निविदा में 10 प्रतिशत कम दर प्राप्त होने पर कोई अतिरिक्त परफॉरमेंस गारंटी की राशि नहीं लिया जाना है।

(2) निविदा में 10 से 20 प्रतिशत तक कम दर आने पर निविदा दर 10 प्रतिशत से बढ़कर जितने प्रतिशत कम होगी पी.ए.सी. राशि का उतना प्रतिशत अतिरिक्त परफॉरमेंस गारंटी की राशि निम्नानुसार होगी :-

उदाहरण-यदि निविदा की अनुमानित लागत पी.ए.सी. रू. 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) 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) रू. 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 1 x Rate Below SOR Beyond 10% upto 20% = 100x1x(10%)
Rs. 10.00 लाख

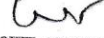
B. Probable Amount of Contract X Rates Below SOR Beyond 20% = 100x2x(4%)=Rs. 08.00 लाख

अर्थात् कुल अतिरिक्त परफॉरमेंस गारंटी की राशि - A+B Rs. 18.00 लाख

(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 देयकों का भुगतान संबंधित उपायुक्त के निरीक्षण उपरांत संतोषजनक पाये जाने पर तदानुसार उपायुक्त द्वारा अनुमति प्रदान किये जाने के पश्चात् ही किए जावे।

- (5) उपरोक्त के अतिरिक्त कार्य-स्थल पर स्थापित बैच मिक्स प्लांट, रेडीमिक्स कांकीट (RMC) प्लांट का उपायुक्त के द्वारा निरीक्षण किये जाने के उपरांत ही कार्य प्रारंभ किया जावे।
(6) राशि रु. 2.00 से 10.00 करोड़ तक के कार्यों के लिये स्थल पर स्थापित लेबोरेट्री का निरीक्षण उपायुक्त के द्वारा तथा राशि रु. 10.00 करोड़ से अधिक के कार्यों के लिये स्थापित लेबोरेट्री का निरीक्षण अपर आयुक्त द्वारा किये जाने के उपरांत ही कार्य प्रारंभ किया जावे।
अतिरिक्त परफॉरमेंस गारंटी की एफ.डी.आर. कार्य पूर्णता के उपरांत ही विमुक्त की जा सकेगी।


(आयुक्त महोदय द्वारा अनुमोदित)


अपर आयुक्त (I)
म.प्र.गृह निर्माण एवं अधोसंरचना
विकास मण्डल, मुख्यालय भोपाल

क्रमांक-201 / निविदा शा. / 2025
प्रतिलिपि:-

भोपाल, दिनांक 31 / 07 / 2025

- (1) निज सचिव, मान. अध्यक्ष/निज सचिव, आयुक्त, म.प्र. गृह निर्माण एवं अधो. विकास मण्डल, भोपाल।
(2) अपर आयुक्त (II/III/IV) म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, भोपाल।
(3) वित्तीय सलाहकार सह मुख्य लेखा अधिकारी/मुख्य प्रशासनिक अधिकारी/मुख्य अंकेक्षण अधिकारी/मुख्य वास्तुविद/मुख्य सतकता अधिकारी एवं विधि सलाहकार/भू-प्रबंधन अधिकारी/मुख्य सम्पदा अधिकारी, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, भोपाल।
(4) उपायुक्त, म.प्र.गृ.नि. एवं अधो.वि. मण्डल, वृत्त-1/2/विद्युत वृत्त भोपाल/सागर/ग्वालियर/इन्दौर/जबलपुर/रीवा/उज्जैन की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।
(5) कार्यपालन यंत्री, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, संभाग-1, 2, 3, 4, 5, 6 विद्युत, भोपाल/नर्मदापुरम/रीवा/सतना/सिंगरौली/शहडोल/संभाग-1,2,विद्युत इंदौर/खण्डवा/धार/संभाग.1, 2, विद्युत जबलपुर/कटनी/बालाघाट/छिन्दवाड़ा/संभाग-1, 2, विद्युत, ग्वालियर/गुना/मुरैना/सागर/दमोह/छतरपुर/उज्जैन/रतलाम।
✓(6) मुख्य आई.टी.अधिकारी, म.प्र.गृ.नि. एवं अधो.वि. मण्डल मुख्यालय भोपाल - कृपया वेबसाईड पर परिपत्र अपलोड हेतु एवं e-mail से उपायुक्तों/कार्यपालन यंत्रियों को सूचित करने का कष्ट करें।


अपर आयुक्त (I)
म.प्र. गृह निर्माण एवं अधोसंरचना
विकास मण्डल, भोपाल

SECTION 5
AGREEMENT FORM
AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows:

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

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

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

Signed, Sealed and Delivered by the said _____ in

the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____