



**M. P. HOUSING AND INFRASTRUCTURE  
DEVELOPMENT BOARD**

**NOTICE INVITING E TENDER**

NAME OF WORK – EXTERNAL ELECTRIFICATION OF RESIDENCIAL CUM  
COMMERCIAL COMPLEX HATHITAL JABALPUR

AMOUNT OF ESTIMATE – Rs 5385486.00

AMOUNT OF EARNEST MONEY - Rs 53900.00/-

COST OF TENDER FORM (i/c GST) - Rs 11800/-

TIME ALLOWED FOR COMPLETION – 30 Days (including rainy season)

NAME OF CONTRACTOR -----  
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**OFFICE OF THE EXECUTIVE ENGINEER (ELECT)**  
**M.P.HOUSING AND INFRASTRUCTURE DEV. BOARD**  
**DIVISION ELECTRICAL JABALPUR**

**MADHYA PRADESH HOUSING AND  
INFRASTRUCTURE DEVELOPMENT BOARD  
ELECTRICAL DIVISION JABALPUR**

**Appendix - 2.10**

**Tender Document**

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

(Effective from 01/01/2024)

Office of the : **EXECUTIVE ENGINEER, M P HOUSING &  
INFRASTRUCTURE DEVELOPMENT BOARD,  
ELECTRICAL DIVISION, JABALPUR**

NIT Number and Date : *02/2026-27 /EE(Elect) Jabalpur Dated 5.5.2026*

Agreement Number and Date : *.....26 - 27 Dated .....2025*

Name of Work : **EXTERNAL ELECTRIFICATION OF RESIDENTIAL  
CUM COMMERCIAL COMPLEX HATHITAL DIST  
JABALPUR**

Name of the Contractor :

Probable Amount of Contract :

(Rs. In Figure) : *53,85,486.00*

(Rs. In Words): *Rupees Fifty three Lakhs eighty five thousands four  
hundred eighty six only*

Contract Amount (Rs. In Figure) : -

(Rs. In Words): -

Stipulated Period of Completion : *30 DAYS I/C RAINY SEASON*

# Appendix - 2.10

## Tender Document

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# SECTION 1

## Notice Inviting e-Tenders

### Office of the Executive Engineer (Electrical) Jabalpur

N.I.T. No: 02/26-27 /e-tendering (1st Call)

Dated :05.05.2026

On-line tenders are invited on percentage rate from the Contractors registered in centralized registration system of MPPWD for electrical works with having 'A' Class Valid Electrical license from the MP Licensing Board Govt. of M.P.

Tender System No.	Work	District	Probable Amount (in Rs.)	Completion Period(in months)
<a href="#">02/26-27/EE/E JBP 2026_ MPHID_ 507644</a>	EXTERNAL ELECTRIFICATION OF RESIDENTIAL CUM COMMERCIAL COMPLEX HATHITAL DIST JABALPUR	JABALPUR	53,85,486.00	30 Days (i/c. rainy season)

1. Interested bidders can view the NIT on website <https://www.mptenders.gov.in>
2. The Bid Document can be purchased/bid submission only online from Date 19/05/2026, 10.30 AM (time) to (date) 02/06/2026, 05.30PM
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.
4. As Per the provisions of 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  
Jabalpur

## Notice Inviting Tender

### M P HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD Office of the Executive Engineer (Electrical), Jabalpur

N.I.T. No :02/26-27/EE(EL) Jbp/e-tendering

Dated : 05/05/2026

On-line tenders are invited on percentage rate from the Contractors registered in centralized registration system of MPPWD for Electrical works with having 'A' Class Valid Electrical license from the MP Licensing Board Govt. of M.P.

Tender System No.	Name of Work	District	P.A.C. (inRs.)	EMD (In Rs. )	Cost of Bid Document (In Rs.)	Category of Contractor	Period of Completion
<a href="#">02/26-27/EE/E JBP 2026_ MPHID_ 507644</a>	EXTERNAL ELECTRIFICATION OF RESIDENTIAL COMMERCIAL COMPLEX HATHITAL DIST JABALPUR	<b>JABALPUR</b>	53,85,486.00	53900.00	11800.00	CONTRACTORS REGISTERED IN CENTRALIZED REGISTRATION SYSTEM OF MPPWD FOR ELECTRICAL WORKS AND HAVING A-CLASS VALID LICENSE FROM THE MP LICENSING BOARD GOVT OF M.P.	30 Days (i/c. rainy season)

- All details relating to the Bid Document(s) can be viewed and down loaded free of cost on the website.
- Bid Document can be purchased after making online payment of bid document & portal fees through Credit/Debit/Cash Card/internet banking.
- At the time of submission of the Bid the eligible bidder shall be required to:
  - pay the cost of Bid Document
  - deposit the Earnest Money
  - Submit a check list, and
  - Submit an affidavit.

**v) The bidder shall be required to produce GST registration Certificate and GSTIN Number.**

Details can be seen in the Bid Data Sheet.

#### 4. ELIGIBILITY FOR BIDDERS:

- At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, MPPWD/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.
- The bidder would be required to have valid *registration in MPPWD for Electrical Works and have valid A Class Electrical License from Govt. of MP* 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/bid submission only online from Date 19/05/2026, 10.30 AM to Date 02/06/2026, 05.30PM 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.

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

## 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 ~~Government~~ 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 Annexure
3. Conditions of Contract:
  - i. Part-I General Conditions of Contract and the Contract Data with all Annexure 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** and would apply for all bids. Online **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

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

**(v) 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 inclusive 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 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** केंद्र सरकार राज्य सरकार तथा म.प्र. गृह निर्माण एवं अधो. विकास मंडल द्वारा प्रकरण में गुण दोष के आधार पर जो भी निर्देश संशोधन किये जायेंगे वह निविदाकर्ता पर मान्य होंगे।
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

**16. PERIOD OF VALIDITY OF BIDS**

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

**17. EARNEST MONEY DEPOSIT (EMD)**

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the **Bid Data Sheet**.
- 17.2 The EMD shall be through on line banking by NEFT/RTGS as per portal option on [www.mptenders.gov.in](http://www.mptenders.gov.in) from a schedule commercial bank in favor of **the Executive Engineer (Elect.) MPHIDB, Electrical Division Jabalpur** as given in the **Bid Data Sheet**. However, other form(s) of EMD may be allowed by the Employer by mentioning it in the **Bid Data Sheet**.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned 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 Envelope ‘A’ 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’ shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope ‘A’ does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelope B and/or C of such bid shall not be opened.

- 19.2 Wherever Envelope ‘B’ (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope ‘B’. Envelope ‘C’ (Financial Bid) of bidders who are not qualified in Technical Bid (Envelope ‘B’) shall not be opened.
- 19.3 Envelope ‘C’ (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope ‘C’.
- 19.4 After opening Envelope ‘C’ all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.
20. **Confidentiality**
- 20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- 20.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of 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.

### 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.
- 23.1** 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.

**[End of ITB]**

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

# Bid Data Sheet

## GENERAL

SR. NO.	PARTICULARS	DATA	
1.	Office inviting tender	<i>Executive Engineer (Electrical)</i>	
2.	NIT No	02/26-27/EE(EL) Jbp	
3	Date of NIT	<i>05/05/2026</i>	
4.	Bid document download available from date & time	19/05/2026, 10: 30 AM	
5.	Website link	<a href="https://www.mptenders.gov.in">https://www.mptenders.gov.in</a>	
<b>SECTION 1 – NIT</b>			
CLAUSE REFEREN CE	PARTICULARS	DATA	
2.	Portal fees	<i>Rs. ----/-as notified in e-tender website</i>	
3.	Cost of bid document	<i>Rs. 11800.00</i>	
	Cost of bid document Payable at	<i>Only online</i>	
	Cost of bid document In favor of	<i>Executive Engineer (Electrical) MPHIDB, Electrical Division, Jabalpur</i>	
4.	Affidavit format	Annexure B	
5.	Pre-qualifications required	<i>Yes</i>	NO
	If Yes, details	Annexure “C”	Not Applicable
6.	Special Eligibility	YES	
	If yes, details	<i>Annexure “D”</i>	
7.	Key dates	<i>Annexure A</i>	

**SECTION 2 – ITB**

CLAUSE REFEREN CE	PARTICULARS	DATA	
1.	Name of work	EXTERNAL ELECTRIFICATION OF RESIDENTIAL CUM COMMERCIAL COMPLEX HATHITAL DIST JABALPUR	
2.	Specifications	Annexure – E	
3.	Procedure for participation in e-tendering	Annexure – F	
4.	Whether Joint Venture is allowed	<del>YES</del>	<i>NO</i>
	If yes, requirement for Joint Venture	<del>Annexure – G</del> Not Applicable	
9.	Pre-bid meeting to be held	<del>YES</del>	<i>NO</i>
	If yes, Date, Time and Place	Date : ___ Not Applicable Time from : ___ Not Applicable Place : ___ Not Applicable	
12.	<p><b>Envelope- A</b> containing :</p> <p>i. Registration number or proof of application for registration and organizational details as per Annexure –H</p> <p>ii. Cost of Bid Document</p> <p>iii. EMD</p> <p>iv. An affidavit duly notarized as per Annexure – B &amp; EMD in shape of Demand Draft / Fixed Deposit Receipts should reach in physical form to Division Office:</p> <p><b>v. GST Registration certificate &amp; GSTIN Number</b></p>	<p>At the Office of the <i>Executive Engineer(Elect)</i> <i>MPHIDB, Division Electrical Jabalpur</i></p> <hr/> <p>Rs. 11800.00</p> <hr/> <p>Rs. 53900.00</p> <hr/> <p>On or Before..... (Date) upto <i>17.30</i> Hrs.</p> <p>As per key dates</p>	
14.	<b>Envelope-B</b> Technical Proposal	Annexure-I and Annexure - I (Format I-1 to I-5)	

15.	Envelope-C Financial Bid	<i>Annexure-J</i>	
	Materials to be issued by the department	Annexure-K / Not Applicable	
16.	Period of Validity of Bid	1	Tenders within the competence of sanction of Executive Engineer.
		2	Tenders within the competence of sanction of Dy. Housing Commissioner Circle.
		3	Tenders within the competence of Sanction of Addl. Housing Commissioner.
		4	Tenders within the competence of sanction of Housing Commissioner.
		5	Tenders within the competence of sanction of Chairman
		6	Tenders within the competence of sanction of Board.
17.	Earnest Money Deposit	Rs. 53900.00/-	
	Forms of Earnest Money Deposit	<i>In favor of Executive Engineer (Elect.) MPHIDB, Division Electrical Jabalpur</i>	
	EMD valid for a period of	<i>valid for six months or more after the last date of receipt of bids</i> <del>Months/Days</del>	
	FDR / DD must be drawn in favor of	<i>Executive Engineer (Elect.) MPHIDB, Division Electrical Jabalpur</i>	
21.			

	Letter of Acceptance (LOA)	Annexure-L
22.	Amount of Performance Security	<i>3% of Contract Amount</i>
	Additional Performance Security, if any	<i>Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between rate (below/minus) of successful bid and ten percent rates (below/minus), considering bid rates more than ten percent below PAC to be unworkable and shall require additional performance security. (guarantee) As per circular no. 91 Dated 31.07.2025</i>
	Performance security in the format	<i>Annexure M</i>
	Performance security in favor of	<i>Executive Engineer (Elect.) MPHIDB, Division Electrical Jabalpur</i>
	Performance security valid up to	<i>Defect liability period plus 3 months</i>

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

**Annexure – A**

(See clause 1, 7 of Section 1 -NIT )

**KEY DATES**

S. No.	Works Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1.		Purchase of Tender - Online	19/05/2026	10.30 A.M.	02/06/2026	17.30P.M.	
2.		Bid Submission - Online	19/05/2026	10.30 A.M.	02/06/2026	17.30P.M.	
	<i>An Affidavit duly notarized in original should reach in physical form in the Division Electrical office JABALPUR on or before</i>				...../..... /2026	17.30 PM.	When tenderer founds L1
3.	Mandatory Submission Open (Envelop-A)		03/06/2026	10:30	03/06/2026	17.30 PM.	Envelope -A
4.	Technical Proposal open ( PQ Envelope -B )		03/06/2026	10:30	03/06/2026	17.30 PM.	Envelope -B
5.	Financial Bid Open (Envelope - C)		04/06/2026	12 Noon	04/06/2026	17.30 PM.	Envelope -C

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

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

**AFFIDAVIT**  
**(To be contained in Envelope A)**  
(On Non Judicial Stamp of Rs. 100)

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

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

I/we am/are fully responsible for the correctness of following self-certified information/ 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: Affidavit duly notarized in original shall reach to the Division office when tenderer found LI (Lowest percentage rate) on receiving of LOA*

**PRE-QUALIFICATIONS CRITERIA**

The bidder should have:

**A. Financial**

- ~~i. 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 **each costing** not less than the amount equal to 50% of the probable amount of contract during the last (preceding) 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	DELETED	
3	Concrete work		
4	External Electrification work		

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

~~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.~~

**SPECIAL ELIGIBILITY CRITERIA**

**The bidder should have experience of:**

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

B. Construction of tunnel : -----

C. *External Electrification Work i/c. SITC of 33/11KV or 33/0.433KV S/S or 11/0.4 KV S/S HT/LT Line and distribution System.*

*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 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.*

**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 \_\_\_\_\_ Department Specifications,~~
2. *I.E. rules 1956, Indian Electricity Act 1910 with upto date ammendments, relevant IS codes/MPSEB*
3. *MPPWD (Elect) SOR wef 01//01/2024*

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

**[www.mphousing.in](http://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.*

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

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

All the PWD registered bidders are already registered on the new e-procurement portal <https://www.mpeproc.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. for more details may contact M/s. Tata Consultancy Services Corporate Block, 5th floor, DB City BHOPAL-462016 email id: [eproc\\_helpdesk@mpsdc.gov.in](mailto:eproc_helpdesk@mpsdc.gov.in) Helpdesk phone numbers are available on website.

**2. Digital Certificate:**

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

**Note:**

- i. *It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not obtain another Digital Certificate for the same. The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from [cca.gov.in](http://cca.gov.in)*
- ii. *Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission.*

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

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

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will Section 2 –Annexure - F Page **21** of **78** be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate for the new Authorized User.

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

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

**4. Key Dates:**

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

**5. Preparation and Submission of Bids**

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

**6. Purchase of Bid Document**

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

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

Bidder can withdraw and modify the bid till Bid submission end date.

**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)**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
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. (a)	Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP	Registration No. _____ Date_____ (Scanned copy of Registration to be uploaded)
2. (b)	Valid PAN registration no and certificate of the bidder	
2 ( c )	<b>GST Registration Certificate and GSTIN Number.</b>	Registration No. _____ Date_____ (Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual/ Proprietary Firm/ Partnership Firm	
4.	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act–1956)/ Corporation/ Joint Venture	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	<b>Details of Authorized Representative</b>	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	

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

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

**Envelope – B, Technical Proposal**  
**Technical Proposal shall comprise the following documents:**

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	<del>Annexure - I (Format: I-4)</del> NA
5	List of Key equipments/ machines for construction work	Annexure - I (Format: I-5)

**Note:**

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

**Annexure - I (Format: I-1)**

(See clause 14 of Section 2 -ITB)

**FINANCIAL & PHYSICAL EXPERIENCE DETAILS**

**A. Financial Requirement:**

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

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last (preceding) 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 (preceding) 5 financial years; or
- c) one similar work of each costing not less than the amount equal to 50% of the probable amount of contract during the last (preceding) 5 financial years;

~~(a) Similar works for EXTERNAL ELECTIFICATION WORK FOR SITC OF 11/0.433 KV, 100/200KVA OUTDOOR TYPE SUBSTATION, CABLE AND PANEL WORK~~

~~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 only after third call of tenders for building works~~

- (b) 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.

**To be filled in by the contractor:**

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

TABLE-1 (Similar Works)							
Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Employer's Name and Address	Enclosure Number	Total Pages

**Existing commitments – (Value of ‘C’ for Bid Capacity formula)**

TABLE-2 (Existing Commitments)								
Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Amount of Balance Work	Employer's Name and 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 EXTERNAL ELECTIFICATION WORK FOR SITC OF 11/0.433 KV or 33/0.433 KV , 33/11KV S/S and HT & LT lines work ~~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 only after third call of tenders for building works~~
- c) 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.

**B. — Physical Requirement: 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.

TABLE-3 (Similar Items)						
S. No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)				
		Year-1	Year-2	Year-3	Year-4	Year-5
	Physical qualification required	Yes/No				
1.	Earthwork	--	--	--	--	--
2.	Concrete work	--	--	--	--	--
3.	External Electrification work					
	Enclosure Number					
	Total Pages					

Note for table 3:-

- ~~1. 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.~~
2. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work viz. EXTERNAL ELECTIFICATION WORK FOR SITC OF 11/0.433 KV or 33/0.433 KV , 33/11KV S/S and HT & LT lines work  
~~earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry,~~

**General Note (For Format 1-1)**

- ~~a) Maximum value of Similar works executed in any one year during the last five years (10% weightage per year shall be given to bring the value of work executed at present price level)~~
- ~~b) Work executed with Central Government 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/Electrical Engineering Contractor with physical and financial experience and capability in doing Civil Electrical 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.~~

**Annexure - I (Format: I -2)**

(See clause 14 of Section 2 -ITB)

**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;

**To be filled in by the contractor:**

S. No.	Preceding Financial Year	Payments received for contracts in progress or completed	Enclosure Number	Total Pages
1				
2				
3				
4				
5				

- Note:
- i. Annual turnover of construction should be certified by the Chartered Accountant.
  - ii. Audited balance sheet including all related notes, and income statements for the above financial years to be enclosed.
  - iii. 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

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

Where:

A = Maximum value of civil Electrical Engineering works executed in any one year during the last five year (10% weightage per year shall be given to bring the value of work executed at present price level)

B = Proposed contract period in years.

C = Amount of work in hand at present.

### Annexure - I (Format: I -3)

(See clause 14 of Section 2 -ITB & Clause 6 of GCC)

### List of Technical Personnel for the Key Positions

Probable Amount of Contract in Rs. Crs.	Key Position	Minimum requirement					Available with the bidder				
		Minimum No. required	Qualification	Age	Similar work Experience	Status	Name of Personnel	Key Position	Qualification	Age	Similar work experience
Up to 2 Cr.	Technologist	01	Diploma E/M	Mini. 21 yrs.	2 yrs	Full Time					
2 Cr. To 10 Cr.	Engineer	01	BE (Elect.)	Mini. 23yrs.	2 Yrs	Full Time					
	Technologist	01	Diploma E/M	Mini. 23yrs.	2Yrs	As and when required					
10 Cr. To 50 Cr.	Engineer	01	BE (Elect.)	Mini. 23yrs.	2 Yrs	Full Time					
	Technologist	01	DE (Elect)	Mini. 24 yrs.	5 yrs	Full Time					
	Technologist	01	Diploma E/M	Mini. 23yrs.	2 Yrs	As and when required					
For each additional 50 crs.	Engineer	01	BE (Civil)	Mini. 23yrs.	2 Yrs	Full Time					
	Engineer	01	BE (Elect./Mech.)	Mini. 23yrs.	2 Yrs	Full Time					
	Technologist	01	DE (Elect)	Mini. 23yrs.	5 yrs	Full Time					
	Technologist	01	Diploma E/M	Mini. 23yrs.	2 Yrs	Full Time					

**Annexure I (Format: I -4)**

(See clause 14 of Section 2 -ITB)

**List of Key Equipments/ Machines for Quality Control Labs**

Minimum requirement			Available with the bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
-----NA-----				

**Annexure - I (Format: I -5)**

(See clause 14 of Section 2 -ITB)

**List of Key Equipments/ Machines for Construction Work**

Minimum requirement			Available with the bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
1.	<i>Turfer, 5T</i>	<i>02</i>		
2.	<i>Megger, EarthTester, Drilling Machine, Welding Machine, Measuring Tape etc.</i>	<i>Each one set</i>		
3.	<i>Chain Pulley Block 2T</i>	<i>02</i>		
4.	<i>Rope Set</i>	<i>10</i>		
5.	<i>Gaitee</i>	<i>10</i>		
6.	<i>Fawda</i>	<i>10</i>		
7.	<i>Tagari</i>	<i>10</i>		
8.	<i>Addl. as per requirement of site/work. (Screw driver, pinchis/pana etc)</i>	<i>As per requirement of site</i>		

**FINANCIAL BID**  
**(To Be Contained in Envelope-C)**

**Name Of Work :-** EXTERNAL ELECTRIFICATION OF RESIDENTIAL CUM COMMERCIAL COMPLEX HATHITAL DIST JABALPUR 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 Governor of Madhya Pradesh or his successors in office the sums of money mentioned in the said conditions.

**Note:**

- i. *Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.*
- 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. *All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.*
- v. *Including GST and all other duties, 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 Madhya Pradesh Housing and Infrastructure Development Board dated the \_\_\_\_\_ day of \_\_\_\_\_ 2025

**Signature of Officer by whom accepted**

**MATERIALS TO BE ISSUED BY THE DEPARTMENT**

S. No.	Name of Material	Rate (Issue Rate)	Unit	Remarks
----- NA -----				

**Annexure – L****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 *M.P. Housing and Infrastructure Development Board* 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 *Term Deposit Receipt/ Bank Guarantee* of any nationalized / schedule commercial bank valid up to three months after the expiry of defect 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 (Elect.)

## 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 until 3 (three) months from the date of expiry of the Defect Liability period.

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

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

Address : \_\_\_\_\_

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

Date : \_\_\_\_\_

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

## SECTION 3

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

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

### 6. Personnel

**6.1** The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure 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 *MadhyasthanAdhikaranAdhiniyam*, 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. ~~If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer in charge, on account of which he desires such extension. Engineer in Charge shall forward the aforesaid application to the Competent Authority as prescribed. The 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 work.~~
- 14.2. ~~The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause-15 of this agreement. In the event of delay attributable to the contractor the EOT shall not be given by the Engineer incharge and the liquidated damages shall be levied from the contractor in accordance with the provisions of the contract.~~
- 14.3. ~~In case the work is already in progress, the Contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence. In the event, the delay not attributable to the contractor the EOT may be issued by Engineer in charge without imposition of liquidated damages either sio moto or a written request of the contractor.~~

It is clarify that out of the total delays in completion of the work's 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 Honorable Civil Court / Consumer Forum / Tribunal / Commission / Competent Regularity Authority in favour of any client of M.P. Housing and Infrastructure Development Board related to delay attributed to the contractor in the project concerned shall be the liability of the 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 Madhya Pradesh Housing and Infrastructure Development Board shall be final. In this regard contractor shall have to submit security as specified 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/संपत्ति निर्माण की निविदा में वर्णित शर्तों के आधार पर संभावित निर्माण अवधि को ध्यान में रखते हुए ई-ऑफर के माध्यम से सम्पत्ति का विक्रय किया जाता है, लेकिन संपत्ति का निर्माण मण्डल अथवा निविदाकार द्वारा निर्माण में विलम्ब करने के कारण संपत्ति हेतु नियत समय-सारणी के अंतर्गत संपत्ति का विक्रय पत्र निष्पादित होकर संपत्ति हस्तांतरण नहीं हो पाता है, ऐसी स्थिति में केता 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।)

#### 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 inclusive 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 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 म0प्र0गृह निर्माण मंडल एवं अधोसंरचना विकास मंडल द्वारा प्रकरण मे गुणदोष 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 EE 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 subparagraph (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./ Extended defect liability period according to final completion of work.

## 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]**

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

## Contract Data

GCC Clause	Particulars	Data
1.14	Employer	<i>M.P. Housing and Infrastructure Development Board, Jabalpur</i>
1.15	Engineer	<i>Executive Engineer (Elect.)</i>
1.16	Engineer in Charge	<i>Executive Engineer (Elect.)</i>
1.22	Stipulated period of completion	<i>30 days (i/c. rainy season)</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), M.P.H&amp; IDB DIV. JABALPUR, e-mail : -- <a href="mailto:eelednhbjbp@mp.gov.in">eelednhbjbp@mp.gov.in</a></i>
5	Subcontracting permitted for the Contract Value	<i>More than Rs. 20 (Twenty) Cr.</i>
	Technical Personnel to be provided by the contractor – requirement, &	As per Annexure-I (Format I-3)
6	Penalty, if required Technical Personnel not employed	<del>Rs. 30,000/- per month for Graduate Engineer</del> Rs. 18,000/- per month for Diploma Engineer
10	Specifications	As per Annexure E
	Drawings	As per Annexure – N
12	Competent Authority for deciding dispute under Dispute Resolution System	<i>Dy. Housing Commissioner (Elect.)</i>
	Appellate Authority for deciding dispute under Dispute Resolution System	<i>Addl. Housing Commissioner, HO, Bhopal.</i>
13	Period for submission of updated construction program	<i>To be submitted by the Bidder for Quarterly from date of commencement</i>
	Amount to be withheld for not submitting construction program in the prescribed period	Rs. 10,000/- per month
14	Competent Authority for granting Time Extension	<i>Dy. Housing Commissioner (Elect.)</i>
15	Milestones laid down for the contract	<u>Yes/No</u>

	If Yes, details of Milestones	As per Annexure – O
	Liquidated damage	(i) As per Annexure – P: (ii) 1% of the contract amount in the form of irrecoverable bank guarantee (BG) valid till two years from the date of physical completion certificate. Bank guarantee can be released if no litigation exist during such period. (This Provision is not applicable in deposit works.) 15.9 जहाँ योजना/संपत्ति निर्माण की निविदा में वर्णित शर्तों के आधार पर संभावित निर्माण आवधि को ध्यान में रखते हुए ई-ऑफर के माध्यम से सम्पत्ति का विक्रय किया जाता है, लेकिन संपत्ति का निर्माण मण्डल अथवा निविदाकार द्वारा निर्माण में विलम्ब करने के कारण संपत्ति हेतु नियत समय-सारणी के अंतर्गत संपत्ति का विक्रय पत्र निष्पादित होकर संपत्ति 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:NA
	Time to establish lab	NA
	Penalty for not establishing field Laboratory if required	Rs..... Per month for the delay-NA
18	Defect Liability Period	<i>Performance guarantee period (Defect liability period) for building shall be five Years for which this special clause will supersede provision of defect Liability Period of two years as per contract data. -24 Months after physical completion of work</i>
21	Competent Authority for determining the rate	<i>Dy. Housing Commissioner (Elect.)</i>
25.1	Taxes GCC Clause - 25	The rate quoted by the contractor shall be inclusive 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 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 म0प्र0गृह निर्माण मंडल एवं अधोसंरचना विकास मंडल द्वारा प्रकरण में गुणदोष के आधार पर जो भी निर्देश संशोधन किये जायेंगे वह निविदाकर्ता पर मान्य होंगे।
27	Any other condition for breach of contract	<i>Not applicable</i>
28	Penalty	Penalty Shall include (a) Security deposit as per clause 30 of General Conditions of Contract and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher
29	Performance guarantee (Security) shall be valid up to	Till Completion of Defect liability period + 3 months

30	Security Deposit to be deducted from each Running bill& Final Bill	<i>At the rate of 7%.</i>
	Maximum limit of deduction of Security Deposit	<i>7% of Final Contract Amount.</i>
31.	Price Adjustment formula and procedure to calculate.	<i>Not applicable</i>
31.1(1)	Price adjustment shall be applicable	<i>Not applicable</i>
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	<i>No Mobilization and Construction Machinery Advance Applicable</i>
	Clause 32.2 If yes, Unconditional Bank Guarantee	<del>In the format prescribed in Annexure — 5</del> <i>Not applicable</i>
	32.3 If yes, Rate of interest chargeable on advances	<del>10 % annual simple interest</del> <i>Not applicable</i>
	32.4 If yes, Type & Amount of Advance payment that can be paid	<del>1. Mobilization advance for construction work above 20.00 Cr may be applicable limited to 10.00% of contract amount</del> <i>Not applicable</i>
	32.5 If yes, Recovery of advance payment	<del>Recovery of Mobilization and/or Construction Machinery advance shall commence when 10% of the Contract Amount is executed and recovery of total advance shall be done on pro rata basis and shall be completed by the time work equivalent to 80% of the Contract Amount is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the out standing amount of principal at the close of each month. The interest shall be accrue from the day of payment of advance and the recovery of interest shall commence when 10% of Vic Contract Amount is executed and shall be completed by the time work equivalent to 80% of the Contract Amount is executed.</del> <i>Not applicable</i>
33	33.1 Secured Advance Applicable	<del>As per Clause 33</del> — <i>Not applicable</i>
	33.2 if yes, Unconditional Bank Guarantee	<del>If the format prescribed in Annexure T</del> <i>Not applicable</i>

	33.2 if yes, Amount of Secured Advance	<del>75% of value of material as determined by the Engineer in charge</del> <i>Not applicable</i>
	33.3 if yes, Conditions for secured Advance	<del>a) The materials are in accordance with the specification for Works; <i>Not applicable</i></del> <del>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 in measurable stacks.;</del> <del>c) 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;</del> <del>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;</del> <del>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</del> <del>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.</del> <i>Not applicable</i>
	33.4 if yes, Recovery of Secured Advance	<del>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. <i>Not applicable</i></del>
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	<i>Dy. Housing Commissioner (Elect.)</i>
37	Salient features of some of the major labour laws that are applicable	As per Annexure-W
38	Competent Authority	<i>Addl. Housing Commissioner, HO, Bhopal.</i>

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

## ANNEXURE – N

(See clause 10 of Section 3 – GCC )

### Drawings

List of Drawings : - ----- Nil -----

## ANNEXURE – O

(See clause 15 of Section 3 -GCC )

### Details of Milestones

1.	<i>Work of H-Beam/Rail Pole/RS Joist/Octagonal Pole.</i>	<i>6 Days</i>	<i>20%</i>
2.	<i>Work of Steel Fabrication</i>	<i>6 Days</i>	<i>20%</i>
3.	<i>AB Switch/DO Fuse/LA/Insulator and conductor</i>	<i>6 Days</i>	<i>20%</i>
4.	<i>Work of Distribution transformer/Distribution Box / Junction Box /</i>	<i>6 Days</i>	<i>20%</i>
5.	<i>Cable Trench/Cable/Gland/Earthing</i>	<i>3 Days</i>	<i>10%</i>
6.	<i>Misc. work such as Fencing, Painting, Testing and Charging of Line and System.</i>	<i>3 Days</i>	<i>10%</i>
	<b>Total:-</b>	<b>01Month (30Days)</b>	<b>100%</b>

### **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 in 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.*

## List of Equipment for Quality Control Lab

----- NA -----

## ANNEXURE – R

(See clause 31 of Section 3 -GCC)

### 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—Pe	
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:

$$VC = 0.85 \times PC / 100 \times R \times (C1 - C0) / C0$$

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](http://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](http://www.eaindustry.nic.in))

Pe = 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](http://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](http://www.eaindustry.nic.in))

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

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

**Adjustment of bitumen component**

(iv) — Price adjustment for increase or decrease in 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.

(See clause 32 of Section 3 -GCC )

**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 execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees \_\_\_\_\_ on the security of materials the quantities and other particulars of which are detailed in Accounts 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:

EXTERNAL ELECTRIFICATION OF RESIDENTIAL CUM COMMERCIAL  
COMPLEX HATHITAL DIST JABALPUR

.....

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

(See clause 35 of Section 3 -GCC )

**Final Completion Certificate**

Name of Work

EXTERNAL ELECTRIFICATION OF RESIDENTIAL CUM COMMERCIAL  
COMPLEX HATHITAL DIST JABALPUR

.....

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).

Agreemeted 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 (Elect)  
M. P. Housing and Infrastructure  
Development Board Division Electrical  
Jabalpur

**Annexure – W**  
(See clause 39 of Section 3 -GCC )

## **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.

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

## SECTION 3

### Conditions of Contract

#### Part – II Special Conditions of Contract [SCC]

All the work shall be carried out according to the following special conditions by the Agency for which No Extra payment will be allowed. The expenditure occurred for the same are to be deemed included in quoted rates of each and every item.

1. 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.
2. 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.
3. 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.
4. While taking the measurement of overhead line conductor 3% sag will be added in straight length.
5. The layout plan of External electrification shall be got approved from M.P. Housing & infrastructure Dev. Board / MPPKV Co. Ltd. / Electrical Licensing Board Govt. of M.P. by the Contractor for execution of work.
6. 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.
7. All materials will be confirming to relevant IS specifications wherever they exist.
8. The contractor will be responsible for submitting the guarantee certificates for a **period of 24 months** from the date of charging and handing over of installation to MPPKVCo.Ltd. for Transformer, Circuit Breaker and other equipment and accessories.
9. 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.
10. The contractor shall be responsible for arranging inspections of authorities of MPPKVCo.Ltd., Electrical Licensing Board and other local bodies, getting approval of layouts, drawings, GTP of materials from MPPKVCo.Ltd., and to submit the required document, Charging Certificate / Handing Over Certificate etc. to MP Housing & infrastructure Development Board Bhopal.
11. No final payment will be made to the Contractor till the S/S, installation /lines are charged testing etc. completed and handed over to MPPKVCo.Ltd. and completion certificate issued by Engineer incharge.
12. The contractor will be responsible for taking shutdown required from MPPKVCo.Ltd. for execution and commissioning of work at his own risk & cost.
13. Income Tax, GST, Labour Welfare etc. shall be deducted from the bill of contractors as per rules.
14. The contractor shall make his own arrangements of water supply, site office, store and electricity at site for execution of work. Any dues for taking connection from MPSEB shall be recovered by contractor ( If any found later) No dues certificate from MPSEB is required before final payments.
15. The contractor shall be responsible to replace / repair the lines, sub-station and other materials for a **period of 24 months** from the date of charging and handing over the lines to MPPKVCo.Ltd.
16. The contractor shall have to furnish declaration on stamp paper worth Rs.100.00 (Rupees One Hundred only) covering theft and guarantee of materials for 24 (**Two Year**) **Months** and making good damages done.

17. Transformers, VCBs and associated items will be inspected / tested as per IS Specification by the MP Housing & infrastructure Development Board / MPPKVVCL officials before dispatch of material at works. The above items will be accepted subject to the above qualifying.

18. No joints in R.S. Joist / H Beam will be allowed in any case / condition.

19. The contractor will be fully responsible for getting Sanction of 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 MPPKVVCL 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.

20. Agency must have registered in MPPKVVCL for this particular work.

21. The Tender must have valid 'A' Class electrical license from M.P.Licensing Board, Govt. of M.P. and registered in centralized registration system of M.P.P.W.D. and other Department as per NIT Condition, such as M.P.P.K.V.V.Co. Ltd. for particular work as required by M.P.P.K.V.V.Co. Ltd.

22. GST TDS to be deducted from each running bill and final bill as per rule. Bidder should submit copy of GST returns (All) time to time.

23. The rate quoted by the contractor shall be inclusive 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 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 केंद्र सरकार राज्य सरकार तथा म.प्र. गृह निर्माण एवं अधो. विकास मंडल द्वारा प्रकरण मे गुण दोष के आधार पर जो भी निर्देश संशोधन किये जायेंगे वह निविदाकर्ता पर मान्य होंगे।

24 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 EE of concerned Division.

25 The work is based on MPPWD Electrical SOR WEF 01/01/2024

[End of SCC]

Executive Engineer (Elect)  
M. P. Housing and Infrastructure Dev. Board  
Electrical Division Jabalpur

## SECTION 4

### BILL OF QUANTITIES (BOQ)

#### General Description of work (BASED ON PWD ELECT. SOR WEF 1.1.24)

EXTERNAL ELECTRIFICATION OF RESIDENTIAL CUM COMMERCIAL COMPLEX  
HATHITAL DIST JABALPUR

**Probable amount of contract Rs 5385486.00** (FIFTY THREE LAKH EIGHTY FIVE THOUSAND FOUR HUNDRED EIGHTY SIX ONLY)

IN	SOR I. No.	Description of Item	Unit	Rate (in Rs)	QTY	Amount (in Rs)
1	2	3	4	5	6	7
1	42.2	Supply of support for overhead line RS joist of I.S. standard including drilling of required hole etc. complete as required.				
	42.2.6	H - Beam 152x152mm, Std weight 37.1 Kg/Mtr	Metre	2843.00	157	446351
2	42.5	Supplying and drawing all aluminium alloy conductor (AAAC) of approved make conforming to IS 398- 1979 Pt. IV, including binding at existing insulator, jointing, jumpering, tearing off, connecting etc. as required including clearing of obstacles (if any)				
	42.5.2	AAAC 0.05 sq inch (55 sq.mm Al. EQ.)- (Rabbit)	Km.	61509.00	0.9	55358
3	42.9	Supplying and drawing guard wire/earth wire/bearer wire 13 sq mm (4mm. dia) G.I. including stringing, binding at existing insulators or brackets, jointing, jumpering, connecting & cradle etc. as required and clearing of obstacles (if any)	Km.	15675.00	0.9	14107.5
4	42.12.	Supplying and erection of guards for existing overhead lines as required including split insulator required as per specification:				
	42.12.1	Cradle type	Each	38.00	150	5700
5	42.20	Erection of RS Joist pole/'H' beam/steel tubular/steel rail pole of length exceeding 10 metres but not exceeding 13 metres in cement concrete M-10 (1	Each	5289.00	11	58179

		cement:3 core sand: 6 graded stone aggregate 40mm nominal size) base, foundation, muffing including excavation and back refilling etc. as required.				
6	42.24	Erection of RS Joist pole/'H' beam/steel tubular/steel rail pole strut in cement concrete 1:3:6 (1cement:3coarse sand: 6 aggregate 40mm nominal size) foundation including excavation and refilling and secured with holding clamp, nuts and bolts, etc. as required.	Each	3854.00	2	7708
7	42.28	Supplying and erection of stay set complete with 19/20mm.dia 1.8 metre long stay rod, turn buckle, anchor plate of size 300mm x 300mm x 7.5mm thimble stay clamp, bow tightener, 7/4.00 dia G.I. stay wire etc. in cement concrete M-10 (1 cement: 3 coarse and: 6 graded stone aggregate 40mm nominal size) foundation including excavation and back refilling etc. as required.	Each	4856.00	6	29136
8	42.40	Supplying and fixing of 19mm/20mm dia. G.I. pipe 2 meter long for CFL/LED street light/bulkhead/water tight bracket including bending to shape and wiring with 1.5sqmm W.P./PVC wire etc. as required.	Each	542.00	4	2168
9	42.42	Supply, fabrication and erection of angle/channel/flat iron fitting for overhead line & sub-station etc such as 'D' bracket, cross arms, top clamp, 'V' cross arms, back/support clamp or other similar work etc.including nut bolts of required size, making holes, fabrication, welding, cutting, etc. and painting with one coat of red oxide paint & two coat of aluminium paint as required as per specification.	Kg.	105.00	1200	126000
10	42.52	Supplying and erection of 11KV (5 KN) polymer pin insulator complete with long steel head G.I. pin, nut, washer etc. as required.	Each	402.00	12	4824
11	42.53	Supplying and erection of 11KV (45 KN) Polymer disc insulator for 11KV overhead lines with galvanized insulator	Each	502.00	27	13554

		fittings, ball and socket type, and complete with galvanized strain clamp, bolts, nuts washer etc. as required.				
12	42.60	Supplying and erection of single piece nonlinear resistor polymer type <b>lighting arrestor</b> (set of 3 nos) for 3 wire, 11KV overhead lines/sub-station with rated voltage of 9KV (rms) with a nominal discharge current rating of 10 KA and complete with galvanized clamping arrangement, G.I. bolts, nuts, washer etc. as required.	Set	3617.00	3	10851
13	42.62	Supplying installing, testing & commissioning of outdoor H.T., <b>AB switch</b> assembly set gang operated with brass contact parts, including required GI pipe operating rod, handle & locking arrangement on On- Off position conforming to IS complete with required material and installing on existing DP structure to complete the job as required as per specification.(Set of 3 nos.)				
	42.62.1	11 KV, 400Amp	set	8989.00	3	26967
14	42.63	Supplying installing, testing & commissioning <b>D.O. fuse</b> assembly with brass part contact for 33 or 11/0.4 KV DP Structure set of 3 Nos. with fuse barrel i/c required fuse element & other materials as per specification on existing D.P. structure as required.				
	42.63.1	11KV	set	4721.00	3	14163
15	42.67	Supply & fixing anti climbing device with 2 ply G.I. barbed wire 1 Kg. per pole complete as per MPMKVVCO. Specification.	Each	231.00	7	1617
16	42.68	Supply, laying and fixing of G.I. earth coil of 4mm dia G.I. wire having 120 turns of nearly 50mm dia. and 3 mt. long tail in existing pit duly earthed with pole etc complete as required as per specification.	Each	293.00	7	2051

17	42.69	Supplying and fixing 33/11/0.4 KV enamel coated danger board size 200x250mm with clamp on existing HT/LT structure/poles.	Each	205.00	7	1435
18	42.70	Supplying, installing, testing and commissioning of 11/0.4 KV 3 Phase 50 cycle oil immersed, naturally cooled, outdoor type transformer connected delta on H.T. side and star on L.T. side, dehydrating silica gel breather on eye level, rating and diagram plate, two earthing terminal, lifting lugs, oil level gauge, drain valve with plug, temperature not exceeding 50°C on load, oil filling hole with plug, four unidirectional roller, arcing horns, explosion vent, terminal arrangement bushing on H.V. side and cable box on LV side, first filling of oil upto desired level and transformer installing on existing structure with all required materials arrangement as required ISI marked & as per IS specification, hand operated off load tap changer switch above 100 KVA, oil conservator with drain valve, plug 63 KVA and above.				
		<b>Energy efficiency level -3</b>				
		<b>Aluminium wound</b>				
	42.70.3.4	200 KVA	Each	714495.00	3	2143485
19	42.75	Supply & fixing fencing of chain link mesh 100 x 100 mm, 12 SWG GI wire for for D.P. structure electric sub-station switch yard including single post of angle iron size 50x50x5mm, 2.5 mt long should be provided upto 2.00 mt. apart or as required. The panel frame with required angle iron/ flat iron members/cross members including mesh welded in frame panel shall be erected between the posts. The angle iron post shall be erected in cement concrete M-15 (1:2:4) (20 mm graded metal) foundation, including excavation of pit and refilling the same. The fencing shall be provided with one entrance	sq.Mt	1821.00	50	91050

		gate including locking arrangement as required as per specification. The height of fencing shall be 2 mt. above ground level. Fencing shall be painted with required shade.				
20	41.1	Supply of XLPE Insulated <b>power cable</b> (confirming IS-7098 Part-I ) 1100 Volt grade, 1 core /2 core /3½ core/4 core ISI MARKED with Alu. Stranded /solid conductor				
		Unarmoured 1 core				
	41.1.1.8	150 Sq.mm	RM	266.00	240	63840
	41.1.1.9	300 Sq.mm	RM	483.00	120	57960
21	41.1.10.2	Supply of XLPE Insulated power cable (confirming IS-7098 Part-I ) 1100 Volt grade, 1 core /2 core /3½ core/4 core ISI MARKED with Alu. Stranded /solid conductor <b>4 CORE ARMoured (a)10Sq.mm.</b>	Metre	181.00	400	72400
	41.1.10.7	70 sq. mm	Metre	646.00	200	129200
22	41.20.	Laying of underground cable armoured./ unarmoured as per specification in air suspended on existing approved type of iron clamps, G.I wire 7/1.6mm & shackle insulator / insulated strip complete.				
	41.20.1	1 / 2 / 3 / 3½ / 4 Core cable 16 Sq.mm and above	RM	25.00	400	10000
	41.20.3	1 / 2 / 3 / 3½ / 4 Core cable 150 Sq.mm and above	RM	66.00	360	23760
23	41.18	Laying of one number armoured/ unarmoured cable 1.1KV grade of size exceeding 25sq.mm but not exceeding120sq.mm on wall/ truss with approved type of iron clamp etc.asrequired.	RM	71.00	200	14200
24	42.98	Providing and erection of hot dipped galvanized octagonal poles in single section made from 3mm thick sheet having lockable weather proof flush door junction box, suitable size & type of foundation bolts 4 nos. 'J' type (EN8 grade) complete,				

		erected in an approved manner on provided foundation.				
	42.98.5	7 meter height, 130X70mmA/F, 220x220x12mm base plate having weight 60kg±3%,4nos.X20x700 mm bolt having weight 7.7 kg ± 3%.	Each	9863.00	25	246575
25	42.100	Providing and fixing of sword canopy type single arm GI bracket upto 2 meter Long for 70mm A/F top octagonal pole	Each	1658.00	15	24870
	<b>42.102</b>	Providing and fixing of sword canopy type double arm GI bracket upto 2 meter Long for 70mm A/F top octagonal pole	Each	2200.00	10	22000
26	42.111	Designing and construction of footing foundation for octagonal pole of desired size including excavation in soil/soft rock, base concrete M-7.5 (1:4:8), 15mm thick and pedestal of RCC M-20 (1:1.5:3), required tar steel reinforcement for required size from base concrete, shuttering, curing etc. with existing foundation bolts complete as per specifications in an approved manner as per manufacturer drawing or engineer-in-charge.	Cu.Mt	6770.00	5	33850
27	31.14	Supplying and fixing flood light with high power LED of 3 to 6 Watt each assembled on single MCPCB and additional unique peanut lens on each LED, system lumens output with efficacy>120 lm/Watt. luminaire having color temp upto 6500K & 50000 hrs. burning life with minimum @ L 70, The colour rendering index of LED light should be more than 70. Luminaire comprises of driver, PF > 0.95 & surge protection 10KV. Housing made of pressure die cast aluminium with heat resistant flat glass, IP65 protection. Submission LM 79-08/IS16106 (2012), IEC60598, IEC61347i/c connection wire, testing etc. to complete the job.				

	31.14.4	90 Watt, color temp 3000-6500k as required.	Each	11553.00	4	46212
28	41.14	"Supplying and installing double wall corrugated pipes (DWC) of HDPE (IS 14930 Part II -marked) for cable laid underground with necessary material and at required depth upto 90cm. below road/ground surface, including excavation, back filling with excavated material, ramming and making the surface good."				
	41.14.1	50.00mm outside dia.	Metre	133.00	250	33250
29	29.27	Supply, fixing, testing & commissioning wall/floor mounted LT panel primer coated with powder coated paint & provided with required gasket for dust/vermin proof with degree of protection IP42 suitable for 415Volt 3 phase, 50 Hz, 4 wire system fabricated out of CRCA sheet upto 2 mm thick (1.6 mm for doors) duly compartmentalized for incomer, bus section, outgoing, cable alleys & CT, PT Ampere Metre, Volt Metre, selector switches, frequency Metre, phase indicating lamp, Energy Metre complete including cost of busbar supports, detachable cable gland plates, 2 earthing terminals, internal wiring & fixing of separately supplied MCBs, MCCBs, ACB, panel mounted changeover switch/SFUs, etc. as required but excluding cost of busbar strips, Ampere Metre, Volt Metre, selector switch as per approved design & specification	kg	397.00	2000	794000
30	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 :-				
	27.8.1.2	MCB SP 6Amp to 32Amp 10kA rating	Each	263.00	30	7890

31	27.8.4.4	MCB FP 50Amp to 63 Amp 10kA rating	Each	264.00	5	1320
32		Supply of ISI marked and approved make of moulded case circuit breaker (MCCB) suitable for 3 phase, 3pole, 50Hz, 415Volts, AC supply with respective interrupting capacity (KA) at 415 Volts cited against their range standard conforming to IS – 8828				
	27.1.10	MCCB 36kA current rating, 3P-315 Amp & adjustable: 80% -100% thermal	Each	23636.00	4	94544
33	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/MCCB Isolator TP/TPN/FP	Each	22.00	30	660
	28.4.2	MCB/Isolator SP/DP	Each	28.00	9	252
34		Supply & fixing of I.S.I. marked Porecelain Rewireable fuse unit of approved make or confirming to I.S.S. 2086-1982				
	25.16.7	300 Amps /415 Volts	Each	1178.00	27	31806
35		Supply and fixing of LT panel accessories of approved make in existing LT panel including connections etc. as required as per specification.				
	29.28.6	Aluminium bus bar strips with PVC sleeves	kg	284.00	70	19880
36		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.				

	19.1.2.3	3 X 2.5 sq. mm.	Metre	90.00	100	9000
37	34.4.2	Prima coat over new steel and other metallic surface with red oxide zinc chromide paint complete with supply of material labour etc. including preparation of surface	Per sq. Metre	76.00	143	10882
38	34.4.3	Prima coat with aluminium paint, brushing complete with material and labour including preparation of surface	Per sq. Metre	96.00	143	13746
39	37.35.2	Providing and fixing earthing arrangement with 38.1mm dia 2.5 metre long galvanized iron pipe electrode including packing of charcoal powder and salt as per specification watering pipe 19mm dia G.I. Connection, cover plate having locking arrangement on the top etc. complete with refilling the pit as required, including excavation of earth pit in soil / soft rock	Each	3760.00	20.00	75200
40	37.9	Supply and laying 25mm X 5mm G.I. strip at 0.5 metre below ground level as strip earth electrode including jointing etc. as required.	Metre	130.00	300.00	39000
41	41.7.	Supplying and fixing crimping type alum. lugs as per I.S.S. specification suitable for following size of cable with alu./copper solid/stranded conductor evenly crimped with high/pressure tool and connected to switch gear/bus/M.C.C.B./M.C.B. etc. as required complete.				
	41.7.11	300 sq. mm.	Each	138.00	18.00	2484
	41.7.8	150 sq. mm.	Each	66.00	6.00	396
	41.7.5	70 sq. mm	Each	35.00	8.00	280
42	31.13	"Supply and fixing street light with high power LED of 3 to 6 Watt each on existing bracket assembled on single MCPCB and additional unique peanut				

		lens on each LED, system lumens output with efficacy>120 lm/Watt. luminaire having color temp upto 6500K & 50000 hrs. burning life with minimum @ L 70, The colour rendering index of LED light should be more than 70. Luminaire comprises of driver, PF> 0.95 & surge protection 10KV. Housing made of pressure die cast aluminium with heat resistant flat glass, IP65 protection. Submission LM 79-08/IS16106 (2012), IEC60598, IEC61347 i/c connection wire, testing etc. to complete the job."				
	31.13.2	60Watt, color temp 3000-6500k as required.	Each	9791.00	35.00	342685
43	MPPKVVC L SOR	Supplying,drawing and testing of XLPE insulated covered aluminium conductor of approved make, stringing, making off complete with binding at existing insulator, jointing, jumpering, tearingoff, connecting etc. as required and clearing of obstacles (if any) etc.				
		99 Sqmm XLPE 11KV grade	Metre	440.00	247	108640
		TOTAL				<b>53,85,486.00</b>

**[ Total Amount of Rs 53,85,486.00 ] (FIFTY THREE LAKH EIGHTY FIVE THOUSAND FOUR HUNDRED EIGHTY SIX ONLY)**

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

**DECLARATION**

(should be on Rs.100/- Non judiciary stamp)

Name of Work: .....

Agreement No. &Date : .....

Work Order No. & Date: .....

It is to intimate that the External Electrification work of..... has been completed. The work has been executed by me as per specifications.

The complete installation has been charged by MPEB and handed over to MPEB/Depositor on ..... so we hereby undertake that if any loss/damage/theft is caused to the lines, Sub Station and other material or goes out of order, the same will be replaced by us at our own cost including all materials and labours required for such replacement and MP Housing Board will not have any liability either legally or financially.

This affidavit is being given on behalf of M/s ..... on dated.....

The declaration is valid up to two years after the date of charging and handing over to MPEB/Depositor.

**VERIFICATION**

I, do here by solemnly affirm that the contents given in above declaration are correct and true to the best of my knowledge and that no part of that is false, verified at..... Dt.....

**WITNESS:**

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

**Signature**

Name with Seal

Contractor's

# CABLE TEST REPORT

Sl. No. of Megger .....

Date of Test.....

Voltage of Megger used.....

No.	From	to	Size in sqmm.	Voltage grading	Total length	Results of meggar testing : Insulation registance in mega ohms					
						Before laying			During laying and before		
						Between phase conductor	Between phase conductor & neutral	Between phase conductors , neutral and earth	Between phase conductor	Between phase conductor & neutral	Between phase conductors, neutral and earth

Signature of Supervisor

Signature of Contractor

Sub Engineer

Assistant Engineer

(This pro forma is to be submitted duly filled in by the Contractor through Assistant Engineer (Elect.) When-ever the payment for cable and its laying is proposed.

(This pro forma for handing over the lines to MPEB/Depositor duly filled in be submitted to Division Office by the Contractor duly signed by the MP Electricity Board/Depositor authorities before final payment of the contract.)

## **LIST OF APPROVED MAKE MATERIALS FOR USE IN EXTERNAL ELECTRIFICATION WORK**

<b>S.N.</b>	<b>EQUIPMENT</b>	<b>MAKE</b>
1 a)	33KV & 11 KV Outdoor type HT VCB without Indoor Control Panel	Schneider / Siemens / BHEL / ABB
b)	33KV & 11 KV Indoor type relay Panel for VCB	Schneider / Siemens / BHEL / ABB / BSPL / Ajanta Electrical Industries / Solution System / Hertz / TENCO
2	CTPT Combined unit / CT / PT	Laxmi Engineering / Ethox / MPSEB Approved
3	Numerical relays	Alstom / Scheider / C&S / ER / L&T
4	Transformer Differential relays	ABB / ER / Schneider / Alstom / L&T / Siemens
5	Auxiliary relays	ABB /Weidmullar / Jyoti / Schneider / L&T
6	Electro mechanical relays	Alstom / ABB / ER / L&T
7	Timers	ABB / Schneider/ Legrand / L&T
8	Conventional Indicating meters	Rishabh/ AE / MECO
9	Digital Indicating meters	Conzerv / Rishabh / Secure / L&T
10	Multi Function meters	Conzerv / Rishabh / Secure / L&T
11	TVM with 0.2S accuracy Class	Secure / L&T / Siemens
12	Breaker Control Switch	Switron / Recom / Kaycee
13	Local Remote selector switch	Switron / Recom / Kaycee
14	Rotary / Toggle switch	Switron / Recom / Kaycee
15	Fuse	Cooper Bussman / GEPC / Siemens / L&T
16	Fuse base	Cooper Bussman / GEPC / Siemens / L&T
17	Indicating lamps	Teknic / Essen Denkey/Vaishno /STS / Siemens
18	Push Buttons	Teknic / Essen Denkey/Vaishno /STS / Siemens
19	Auxiliary / Power contactors	Schneider / Siemens / L&T / Legrand
20	Surge arrestors	Oblum, Tyco
21	Annunciators	Alen / EAPL /Minilec
22	TB	Elmex / Connect well – screw type /Jainson
23	Transducer	Rishabh / Secure / AE / Elster
24	Wire	KEI /Relicab /Polycab / RR Cable /Finolex
25	FBT / ABT Panels	ER / Artek
26	Busduct	Popular Switchgear /Entraco / United Electric / BSPL
27	3 Pin socket	Anchor / Legrand / Schneider
28	Compact Secondary Sub-Station	Schneider / Siemens / ABB / VOLT AMP / Tesla
29 a)	Power Transformer 33/11 KV	TESLA /Star Delta /Kanohar / Schneider / Siemens / ABB / VOLT AMP /Madhya Pradesh Transformer
b)	Distribution Transformer 11/0.4 KV	TESLA, Star Delta, MP Transformer, Kanohar / Bansala engineers
30	AB Switch / DO Fuse / Isolator	MPSEB Approved / Accepted
31	Disc and Pin Insulator (Polymer /Glazed type)	MPSEB Approved / Accepted
32	AAAC / ACSR	MPSEB Approved / Accepted
33	L.A (Polymer /Glazed type)	Oblum / Elpro / I.G.E./GK Electrical
34	XLPE insulated and PVC sheathed alluminium/Copper HT, LT & Control cable	Havells/Finolex/Polycab/RR Kable/Ravin Cable/KEI
35	MCCB (Ics=100 % Icu) /MCB	Legrand/ Lauritz knudsen/ Siemens/ Schneider
36	HRC Fuse	Lauritz knudsen / Havells / Standard /C&S
37	LT Distribution box / Feeder Pillar / Metering Panel	Ajanta Electrical Industries / BSPL / Solution System / TENCO
38	MCB DB	Legrand / Lauritz knudsen / Siemens / Schneider
39	H-Beam	37.1 Kg / Mtr. Wt.
40	RS Joist	19.3 Kg / Mtr. Wt.
41	Gland	Comet / Hex /Jainson
42	Lugs	Dowells / Hex / Wego
43	T&P	Approved by Engineer in charge
44	G.I. Pipe	Jindal / Swastic / Tata (ISI mark) / Surya Prakash / Zenith / Khandelwal

45	Terminal / Junction box	Rittal / Hensal / BCH
46	Energy meter	Secure / Lauritz knudsen
47	Capacitor bank	Shreem / Power Cab
48	RTU	Dongfeng or approved by MPMKVVCL
49	ABC Bunch Cable	MPSEB Approved / Accepted
50	Street Light Fixtures	Philips / Wipro/ Crompton/ Bajaj
51	High Mast	Bajaj / Philips / Valmont
52	Octagonal Poles	Bajaj / Transrail /Valmont
53	HDPE Pipe	Kasta / Duraline /Finolex

**Remarks : -**

1. If above make material is not available, ISI marked materials with the written prior permission of competent authority can be used.
2. No joint in Rail pole / R.S. Joist / H beam will be allowed in any case / condition.

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

**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 where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was here unto affixed in the presence of: Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

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

:: परिपत्र :: क्रमांक 91 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 तदनुसार उपायुक्त द्वारा अनुमति प्रदान किये जाने के पश्चात् ही किए जावे।

-2-

- (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 रू. 2.00 से 10.00 करोड़ तक के कार्यों के लिये स्थल पर स्थापित लेबोरेट्री का निरीक्षण उपायुक्त के द्वारा तथा राशि रू. 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 परफॉर्मेंस 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

भोपाल, दिनांक 31 / 07 / 2025

प्रतिलिपि:-

- (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 सर्तकता 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 बेवसाईड 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