

MP STATE TOURISM DEVELOPMENT CORP LTD, BHOPAL

**Appendix 2.10
Tender Document**

For Percentage Rate only in Works Departments and other Departments similar to
Works Departments
(Effective from 01/01/2014)

MP STATE TOURISM DEV CORP LTD, BHOPAL

OFFICE OF THE	MP STDC, BHOPAL
N.I.T.No.and Date	166 2026_STDC_5061114_1
Agreement Number and Date	
Name of Work	Construction of 3 Additional rooms, boundary, renovation, borewell and toilet at Govt. HS Aligarh Kotra (UDISE Code 23310401504) Block Lateri, Distt. Vidisha
Name of Contractor	
Probable Amount of Contract (Rs. In Figure) (Rs. In Words)	99,40,000.00 (GST EXTRA) Ninety nine lakh forty thousand only.
Contract Amount (Rs. In Figure) (Rs. In Words)	
Stipulated Period of Completion	08 month i/c rainy season
Building and Electrical SOR	The current schedule of rates issued by the.E-IN-C MPPWD in force from 01-01-2024 and amendments Issued up to date of N.I.T. and NON SOR ITEMS

**Appendix 2.10
Tender Document**

Table of Contents

Section No	Particulars	Page
Section 1	Press Notice Inviting Tenders (NIT)	3
	Detail Notice Inviting Tenders (NIT) on Portal and Key Dates Annexure A	4
Section 2	Instructions to Bidders (ITB)	7 - 12
	Bid Data Sheet	14 – 17
	Annexure -A to M	18 - 34
Section 3	Table of Clauses	35
	Part - I General Conditions of Contract (GCC)	37 - 55
	Contract Data	56 - 62
	Annexure - N to W	63 - 79
Section 4	Bill of Quantities (BOQ)	Attach
Section 5	Agreement Form	80
	Part - II Special Conditions of Contract (SCC) and All amendment	81 to 117

SECTION 1

PRESS NOTICE INVITING e-TENDER (NIT)

**Government of Madhya Pradesh
Madhya Pradesh State Tourism Development Corporation**

NIT NO 166/System No 2026_STDC_506114_1

dt. 08/05/2026

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

S. No./ Pkg/Code	Name of Work	District(s)	PAC Rs. In Lakhs	Earnest Money Rs.	Completion Period (months)
1	Construction of 3 Additional rooms, boundary, renovation, borewell and toilet at Govt. HS Aligarh Kotra (UDISE Code 23310401504) Block Lateri, Distt. Vidisha	Vidisha	99.40	99400	08 month including Rainy Season

1. Interested bidders can view the detail NIT and tender document on website <https://mptenders.gov.in/>
2. The Bid Document can be purchased only online from date mentioned in **Annexure -A** for Key Dates attached with the detail NIT.
3. Amendments to NIT, if any, would be published on website only and not in newspaper.
4. The tender document can be purchased only online from the above website after making online payment for portal processing fee and cost of tender document using credit card or internet banking account or digital method mentioned in the portal.
5. An Affidavit of Rs. 200/- in prescribed format as per **Annexure-B** duly notarized, proof of digital/electronic payments for portal processing fee, cost of tender documents and EMD and other mandatory documents mentioned in detail NIT shall be uploaded online along with the Bid Documents. If any bidder fails to upload the above-mentioned documents online, then their tender/offer shall be treated nonresponsive and stand disqualified.

(Manisha Gautam)
EXECUTIVE ENGINEER
(MPSTDC, BHOPAL)
9454585667

DETAIL NOTICE INVITING e-TENDER (NIT)

Government of Madhya Pradesh Madhya Pradesh State Tourism Development Corporation

NIT NO166/System No 2026_STDC_506114_1

dt.08/05/2026

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

S. No. /Pkg/ Code	Name of Work	PAC (Rs. in lakh)	EMD	Cost of bid document	Period of Completion (In Months)
1	Construction of 3 Additional rooms, boundary, renovation, borewell and toilet at Govt. HS Aligarh Kotra (UDISE Code 23310401504) Block Lateri, Distt. Vidisha	99.40	99400	10000	08 month including Rainy Season

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website from date mentioned in key dates as per **Annexure A**.
2. Bid Document can be purchased after making online payment of portal fees as defined in portal and cost of Bid Document as shown above through Credit/Debit/Cash Card/Internet Banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay Portal processing fee and the cost of Bid Document;
 - ii) deposit the Earnest Money;
 - iii) submit all bid forms along with a check list; and
 - iv) Submit an Affidavit as per **Annexure B**.

Details can be seen in the Bid Data Sheet.

4. ELIGIBILITY FOR BIDDER:

Registration-

- (a) At the time of submission of the Bid the bidder should have valid registration in the centralized registration system of Government of Madhya Pradesh, Public Works Department. However, bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after applying for registration with appropriate authority in which case proof of applying for registration shall be mandatorily uploaded with the technical bid in lieu of valid registration.
- (b) The bidder would be required to have valid registration at the time of signing of the Contract.

5. **Pre-qualification (Financial)** – Prequalification, if applicable, is notified in the Bid Data Sheet. If prequalification applicable, then prequalification conditions/criteria are stipulated in para – A in **Annexure C**.
6. **Special Eligibility** - Special Eligibility, if applicable, is notified in the Bid Data Sheet. If Special Eligibility applicable, then Special Eligibility Conditions/criteria/requirements are stipulated in para–A in **Annexure D**.
7. **Physical Experience** - Physical Experience, if applicable, is notified in the Bid Data Sheet. If Physical Experience applicable, then Extra Physical Experience /criteria/requirements is stipulated as para–B in **Annexure C**.
8. **Amendments** to NIT, if any, would be published on website only, and not in newspaper.

EXECUTIVE ENGINEER

Annexure A*(See clause 2 of Section 1 -NIT)***KEY DATES**

Sr. No.	Work Department Stage	Start	
		Date	Time
1	Publishing Date	08/05/2026	05:00 PM
2	Document Download/Sale start date	16/05/2026	05:00 PM
3	Bid Submission Start Date	16/05/2026	05:00 PM
4	Purchase and Submission Closing Date	29/05/2026	05:00 PM
5	Bid Opening Date (Envelope 'A' and 'B')	01/06/2026	11:00 AM

EXECUTIVE ENGINEER

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.

6. Site Visit and examination of works

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

B. Bid Documents

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, Bid Data Sheet with all Annexures

3. Conditions of Contract:

- i. Part I General Conditions of Contract and the Contract Data with all Annexures; and
- ii. Part II Special Conditions of Contract.

4. Specifications

5. Drawings

6. Priced Bill of Quantities

7. Technical and Financial Bid

8. Letter of Acceptance

9. Agreement, and

10. Any other document(s), as specified.

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

9. Pre-Bid Meeting (where applicable)

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

9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.

9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.

9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.

9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

10. Amendment of Bid Documents

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

10.2 All amendments shall form part of the Bid Document.

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

C. Preparation of Bid

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

12. DOCUMENTS COMPRISING THE BID

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

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

- i) Registration number or proof of application for MP PWD registration and organizational details in format given in the Bid Data Sheet.**
- ii) EPF Registration**
- iii) PAN NO**
- iv) GST Registration**
- v) Payment of the cost of Bid Document;**
- vi) Earnest Money; and**
- vii) An affidavit duly notarized.**

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 **Envelop B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.

Part 3 – This shall be known as Online **Envelope C** and would apply to all bids. **Envelop C** shall contain financial offer in the 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 rates quoted by the contractor shall be exclusive of GST, which shall be paid separately at applicable rates. However all other taxes, duties, etc. if any, levied by the Central/ State Government or local bodies shall be deemed to be included in the quoted rates. No payment shall be done on this account.

iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

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

17.2 The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favor of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, other form(s) of EMD may be allowed by the Employer by mentioning it in the Bid Data Sheet.

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

- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. Submission of Bid

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

20. Confidentiality

- 20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

- 20.2** Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of 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. Signing of Contract Agreement

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

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

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

24. CORRUPT PRACTICES

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

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

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

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

[End of ITB]

GENERAL		
SR. No.	PARTICULARS	DATA
1	Office inviting tender	MP STATE TOURISM
2	NIT No	166
3	Date of NIT	08/05/2026
4	Bid document download available from date & time	
5	Website link	https://mptenders.gov.in
SECTION 1 - NIT		
CLAUSE REFERENCE	PARTICULARS	DATA
2	Portal fees	As notified in E-Tendering Website
3	Cost of bid document	Rs. e/c portal processing fee
	Cost of bid document Payable at	https://mptenders.gov.in
	Cost of bid document In favor of	MP STATE TOURISM DEV COR LTD, BHOPAL
4	Affidavit format	Annexure B
5	Pre-qualifications required	No Required as below: a) In case of Roads & Bridge works costing more than Rs. Five Crore. and b) In case of Building works costing more than Rs. 100 lacs
	If Yes, details	Annexure C (Evaluation by executive engineer who will intimate reasons to disqualified bidders)
6	Special Eligibility (If yes, prior permission of E-in-C required)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	If Yes, details	Annexure D
7	Key dates	As per NIT

SECTION 2 - ITB		
CLAUSE REFERENCE	PARTICULARS	DATA
1	Name of 'work'	Construction of 3 Additional rooms, boundary, renovation, borewell and toilet at Govt. HS Aligarh Kotra (UDISE Code 23310401504) Block Lateri, Distt. Vidisha
2	Specifications	Annexure – E In addition to as below: a) In case of Road and Bridge works: “Specification for Road and bridge work (fifth revision) by MORTH b) Stipulation of SOR for road and bridge w.e.f. 11/04/2025 and its amendments issued up to date of NIT c) In case of Building works : SPECIFICATION FOR BUILDING WORKS BY CPWD,NBC Stipulation by SOR in force d) Stipulation of SOR for Building work w.e.f.01/01/2024 and its amendments issued up to date of NIT
3	Procedure for participation in e-tendering	Annexure – F
4	Whether Joint Venture is allowed	NO Allow as below : 1) In case of Roads & Bridge works costing more than Rs. Twenty five crore. and 2) In case of Prefab and Special Building works costing more than Rs. Two crore (In case of special Building works prior permission from E-in-C required)
	If yes, requirement for Joint Venture	Annexure – G
CLAUSE REFERENCE	PARTICULARS	DATA
12	Envelope-A containing : i. MP PWD Registration and	Online

	<p>organizational details as per Annexure H</p> <p>ii. EPF Registration</p> <p>iii. PAN NO</p> <p>iv. GST Registration</p> <p>VI. Cost of Bid Document</p> <p>EMD</p> <p>VII. An affidavit duly notarized as per Annexure - B</p>	
14	Envelope-B Technical Proposal	Annexure - I and Annexure - I (Format I-1 to I-5)
15	Envelope-C Financial Bid	Annexure – J
	Materials to be issued by the department	Annexure – K
—	Period of Validity of Bid	120 Days
17	Earnest Money Deposit	
	Forms of Earnest Money Deposit	Online
	EMD valid for a period of	
	FDR must be drawn in favour of	MP STATE TOURISM DEV CORP LTD, BHOPAL
21	Letter of Acceptance (LoA)	Annexure L
22	Amount of Performance Security	5% of contract amount for building works.
	Additional Performance Security, if any	To be calculated as per Govt. of MP,PWD Vide Govt. of M.P., PWD Order No. F-53 /02 /2011 / Yo / 2019 / 524, Bhopal dated 14.02.2025)
	Performance security in the format	Annexure M
	Performance security in favour of	MP State Tourism Dev corp Ltd, Bhopal
	Performance security valid up to	Valid Contract period plus 3 months (Amended vide Govt memo no 1400/1246/2018/19/yo Bhopal dt 06/04/2018)

|| AFFIDAVIT ||

(To be contained in Envelope A)

*(On Non Judicial Stamp of **Rs. 200**)*

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

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

- i. experience of having successfully completed:
 - a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 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 years; or
 - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 5 years
- ii. Average annual turnover on the 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

Sno	Particulars	Quantity	Period
1	Physical qualification required	Yes / No ✓	
2	Earthwork		
3	Concrete work		

(The Employer shall specify all physical qualifications required).

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

NOTE:--

1. निविदाकार द्वारा ऑनलाइन निविदा प्रस्तुत करने से पूर्व कार्यस्थल का निरीक्षण किया जाना चाहिये।
2. निविदाकार संबंधित उपयंत्री/सहायक यंत्री से संपर्क कर कार्यस्थल की स्थिति से अवगत हो सकते है।

(See clause 6 of Section 1 -NIT)

**MP PWD Building and electrical SOR 01.01.24 and amendment up to date
and Road SOR 11.04.25 and amendment up to date of NIT
(The soft copy of above specifications is available at departmental website
mp pwd website**

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://mptenders.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. for more details may contact M/s. _Tata Consultancy Services Corporate Block, 5th floor, DB City BHOPAL-462011 email id: eproc_helpdesk@mpsdc.gov.in. Helpdesk phone numbers are available on website.

2. Digital Certificate:

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain Class III 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.

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*
- 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 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://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.

5. 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.)

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. If 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 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)			

2. For evaluation of technical bids, it is hereby clarified that in addition to the conditions contained above the partners of JV should satisfy the qualification criteria as below -
- a. the lead partner must have a share minimum of 51% in the JV.
 - b. the other partner(s) must have a share of minimum 26% in the JV.
 - c. the lead partner and the other partner(s) must also meet 51% and 26% of the all-qualifications criteria as specified, except for the requirement of work experience described in (measures). However, both the partners must satisfy the full 100% qualification criteria jointly. For this purpose, the qualification of individual partners shall be added (for Annual Average Turnover and for Bid Capacity only).
 - d. following clarification/ amendment is hereby done in requirement contained in 1(a) above:
 - i. Out of 3 similar works of value more than 20% of PAC at least 2 works to be done by lead partner and 1 work to be done by other partner.
 - Or
 - ii. Out of 2 similar works of value more than 30% of PAC, atleast one work must be done by lead partner and 1 work to be done by other partner.
 - OR
 - iii. In case of one similar work of value more than 50% of PAC. The lead partner must satisfy the criteria. However, the other partner must satisfy the criteria in "i" above i.e. atleast one work of 20% of PAC.

(See clause 12 of Section 2 –ITB & clause 4 of GCC)

ORGANIZATIONAL DETAILS (To be Contained in Envelope - A)

S. No.	Particulars	Details
1.	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP	Registration No. _____ Date _____ (Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual/ 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.	EPF Registration	
6.	PAN NO	
7.	GST Registration	
8.	Address of Communication	
9.	Telephone Number with STD Code	
10.	Fax Number with STD Code	
11.	Mobile Number	
12.	E-mail Address for all communications	
	Details of Authorized Representative	
13.	Name	
14.	Designation	
15.	Postal Address	
16.	Telephone Number with STD Code	
17.	Fax Number with STD Code	
18.	Mobile Number	
19.	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: _____

Annexure – I
(See clause 14 of Section 2 -ITB)

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

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:

The bidder should have completed either of the below:

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

To be filled in by the contractor:

- i. Details of successfully completed similar works shall be furnished in the following format.
- ii. Certificate duly signed by the employer shall also be enclosed for each completed work (for similar works). For works in hand the self declaration of the bidder is sufficient

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

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

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

B. Physical Requirement:

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

SN	Particulars	Actual Quantity Executed

o		(To be filled in by the contractor)		
		Year – 1	Year – 2	Year – 3
1	Physical qualification required	Yes/ No ✓		
2	Earthwork			
3	Concrete work			

Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 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. earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc.

Note for Format-I-1 (for Table 1, 2 & 3)

- a. Maximum value of similar work executed during the last 5 years, 10% weightage per year shall be given to bring the value of work executed to present price level.
- b. Work executed with Central Government or any State Government or Semi Govt. organization or Central/ any State Govt. undertaking or Municipalities/Municipal Corporations shall be considered. Certificate shall be signed by an officer not below the rank of Executive Engineer or equivalent.
- c. Following building work done (work done for which financial transaction has taken place) within or outside the country, in Indian rupees or equivalent shall also be considered for pre-qualification.
 1. Building work done in any non government organization (private sector) within or outside India.
 2. Building work done in subletting contract with a private sector investor as per provisions in the agreement between a government agency and a private sector investor.
 3. Building work done by an EPC contractor employed by a BOT concessionaire as per provision in the agreement between a government agency and a concessionaire.
 4. Building work done in private sector of special category such as Lift, Modular O.T., Medical Gas Pipe Line, PA System, HVAC, Light and Sound in Auditorium or Meeting Hall, ETP, STP, Trussless Roof, Fire Fighting, Space Frame Structure for Roof, pre-engineered buildings such as prefab structures or pre-cast building structures. Aforesaid private work experience in Indian Rupees (or equivalent Indian Rupees) shall be considered for pre-qualification of building construction work bid, as below :-
 - A. Building work done means construction cost (not sale price) of building work, excluding cost of land, for which financial transaction has taken place and such amount is duly certified by

a Chartered Accountant who has audited the work of the bidder. Chartered Accountant shall also record a statement that he has audited the work.

B. In case of sublet and EPC works, certificate.

C. Special category building work experience shall be treated as similar work only for same special category work put to tender.

(Amendment Govt. of MP, PWD Order No. 5037/2007/19/Yo Bhopal dated 27-9-2017)

- d. The applicant must be in the same name and style well established Civil Engineering contractor with Physical and Financial Experience and capability in doing Civil Engineering works and shall give evidence for the same.
- e. Any clarification on experience document submitted by the bidder may be called by the department and the bidder shall submit the same within stipulated time. However no additional information or document shall be entertained.
- f. 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 Govt. of India.
- g. **Cut of date of counting last 5 years shall be the date of issue of NIT.**

ANNUAL TURN OVER

Requirement:

Average annual turnover on the construction of civil engineering works during preceding five financial years shall not be less than 50% of the probable amount of contract.

TABLE-4 To be filled in by the contractor:

Table -4 (Construction work –ANNUAL TURN OVER)				
Preceding financial year no.	Financial year	Payments received for contracts of Civil engineering works in progress for completed	Enclosure number	Total pages of documents
1				
2				
3				
4				
5				

Total Turnover of five years=

Average Annual Turnover=

Maximum Annual Turnover 'A'=

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 is also be used for arriving at value of maximum annual turnover 'A'
- iv. Value of 'A' to be used in bid capacity formula.
- v. For immediate preceding financial year, if final audited balance sheet certified by Chartered Accountant is not available, then provisionally certified balance sheet also be considered for the purpose of annual turnover.

Clarification:-

Provisional balance sheets for financial year -----shall be considered subject to authentication by the C.A.

Bid Capacity

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

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

Where

- A = Maximum value of civil engineering works executed in any one year during the last five year (Updated to the price level at the current financial year at the compounded rate of 10 % a year taking into account the completed as well as work in progress)
- B = Number of years prescribed for completion of the works for which tender is invited (Period up to 6 months to be taken as half-year and more than 6 months and up to one year as one year) any period beyond 12 months, the period actually mentioned in the NIT shall be considered. Period of completion given in month shall be divided by 12 to arrive at Value of B.
- C = Amount of work in hand at present as per Table-2 (Format I 1).

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Annexure- 1 (format I-3)

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

List of technical Personnel for the Key Positions in Building Works of PIU

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

Note :- Aforesaid criteria are part of technical bid but not part of prequalification. This requirement is to be fulfilled by the contractor. Recovery shall be made as per GCC clause 6.1 if technical personnel are not deployed as above.

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 10 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Annexure - I (Format: I-4)

(See clause 14 of Section 2 -ITB & GCC clause 17)

List of Key Equipments/ Machines for Quality Control labs for Building Works in PIU Costing Up to 10.00 Cr.

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

Note :-

1. For work costing (PAC) above 10 cr. Additional sets shall be made available as per requirement.
2. Afore said criteria are part of technical bid but not part of prequalification. Above minimum requirement are to be fulfilled by the contractor. Recovery as per GCC clause 17 shall be made, if above minimum requirement are not fulfilled.

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 11 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Annexure - I (Format: I-5)

(See clause 14 of Section 2 -ITB)

List of Key Construction Equipments/ Machines for Building Works in PIU

Probable Amount of Contract (PAC)	S. No	Minimum Requirement		Available with the bidder
		Name of Construction Equipment/ Machinery	Quantity	
up to 2.00 Cr	1	Concrete Mechanical Mixer With Hopper (1 cum capacity minimum.)	1 no.	
	2	Plate Vibrator	2 nos	
	3	Diesel/Electric pin Vibrator	2 nos	
	4	Fully well equipped lab	1 nos	
	5	Curing pump of 1.5 hp capacity with set of pipe	1 nos	
	6	Steel shuttering plates /centering pipes	100 M ²	
	7	Auto level instrument	1 nos	
2.00 Cr to 10.00 Crs	1	Concrete Mechanical Mixer With Hopper	2 nos	
	2	Concrete weight batcher minimum 30 cubic Meter Capacity {as an when required}	1nos	
	3	Plate Vibrator	3 nos	
	4	Diesel/Electric pin Vibrator	3 nos	
	5	Fully well equipped lab	1 No.	
	6	Curing pump of 1.5 hp capacity with set of pipe	2 Nos.	
	7	mm centering plates/centering pipes	1000 M ²	
	8	Auto level instrument	1 No.	
10.00 to 50 Cr.	1	Concrete Mechanical Mixer With Hopper	3 nos	
	2	Concrete weigh batcher minimum 30 cubic meter capacity	2 Nos.	
	3	Plate Vibrator	4 Nos.	
	4	Diesel/Electric pin Vibrator	4 Nos.	
	5	Fully well equipped lab	1 No	
	6	Curing pump of 1.5 hp capacity with set of pipe	3 Nos	
	7	Steel centering plates/centering pipes	1500 M ²	
	8	Auto level instrument	1 No.	

1. For work costing above Rs. 50.00 Cr. additional equipments/Machines shall be deployed as requirement.
2. Above minimum requirement are part of the technical bid but not part of prequalification.
3. Above minimum requirement are required to complete the work in time.

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 12 of 28

FINANCIAL BID

(To Be Contained in Envelope-C)

NAME OF WORK:- -----

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, design 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 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 non-responsive.*
- iv. *All duties, taxes and other levies payable by the bidder shall be included in the percentage quoted by the bidder exclusive of Goods and Service Tax (GST).*

Signature of Bidder

Name of Bidder

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

MATERIALS TO BE ISSUED BY THE DEPARTMENT

Sno	Name of material	Rate (Issue rate)	Unit	Remarks
-----NIL-----				

(See clause 21 of Section 2 -ITB)

SECTION 3**Conditions of Contract****Part – I General Conditions of Contract [GCC]****Table of Clauses of GCC**

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

A. General

1. DEFINITIONS

- 1.1. **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. **Chief Engineer:** means Chief Engineer of the zone/ basin concerned.
- 1.3. **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.4. **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. **Contract Data:** means the documents and other information which comprise of the Contract.
- 1.6. **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7. **Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.8. **Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.9. **Completion of work:** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. **Day:** means the calendar day.
- 1.11. **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. **Department:** means Department of the State Government viz. Water Resources Department, Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organisation 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.

- 1.19. **In Writing:** means communicated in written form and delivered against receipt.
- 1.20. **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.21. **Superintending Engineer:** means Superintending Engineer-in-Charge of the Circle concerned.
- 1.22. **Stipulated period of completion:** means the period in which the Contractor is required to complete the work. The stipulated period is specified in the **Contract Data**.
- 1.23. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.24. **Start Date:** means the date of signing of agreement for the work.
- 1.25. **Sub-Contractor:** means a person or corporate body who has a Contract with the Contractor, duly 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.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

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

2.2 Documents Forming Part of Contract:

1. NIT with all amendments.
2. Instructions to Bidders (ITB, Bid Data Sheet with all 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 centralised registration system for contractors of the GoMP.

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 radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

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

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

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

8. Contractor's Risks

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

8.2 All risks and consequences arising from the inaccuracies or falseness of the documents, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that the designs/ drawings or other documents have been approved by the department.

9. Liability for Accidents to Person

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

10. Contractor to Construct the Works

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

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

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

11. Discoveries

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

12. Dispute Resolution System

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

B. Time Control

13. Programme

- 13.1** Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order and timing for all the activities for the construction of works.
- 13.2** **The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution.** The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme.
- 13.3** An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the **Contract Data**. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the **Contract Data** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

14. Extension of Time

14.1 The contract is for completion of works and therefore non approval of EOT shall not in any way invalidate the contract. The contractor will have to complete the works.

14.2 In the event of delays attributable to the contractor, the EOT shall not be given by the Engineer-in-Charge and the Liquidated Damages shall be levied from the contractor in accordance with the provisions of the contract.

14.3 In the event, the delays are not attributable to the contractor the EOT may be issued by the Engineer-in-Charge without imposition of Liquidated Damages either suo-motto or on a written request of the contractor.

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

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

15. Compensation for delay

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

15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.

15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.

15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.

15.5 In the event of delay in execution of the Works as per the timelines mentioned in the Contract Data the Engineer-in-charge shall retain from the bills of the Contractor amount equal to the liquidated damages 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.

____. **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:
- a. Carrying out the tests prescribed in specifications, and
 - b. 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 rates quoted by the contractor shall be exclusive of GST, which shall be paid separately at applicable rates. However all other taxes , duties, etc. if any, levied by the Central/ State Government or local bodies shall be deemed to be included in the quoted rates. No payment shall be done on this account.

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

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

26. Check Measurements

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

26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.

26.3 Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per **clause 24** above.

27. Termination by Engineer in Charge

27.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

27.2 The Engineer in Charge shall be entitled to terminate the Contract if the Contractor

- a) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
- d) the Contractor does not maintain a valid instrument of financial security as prescribed;

- e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the **Contract Data**;
- g) If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
- h) Any other fundamental breaches as specified in the **Contract Data**.

27.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (g) of **clause 27.2**, the Engineer in Charge may terminate the Contract immediately.

27.4 Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.

28. Payment upon Termination

28.1 If the contract is terminated under **clause 27.3**, the Engineer shall issue a certificate for value of the work accepted on final measurements, less Advance Payments and Penalty as indicated in the **Contract Data**. The amount so arrived at shall be determined by the **Engineer-in-Charge** and shall be final and binding on both the parties.

(As per Amended vide Govt memo no F-53/16/2012/19/Y/6842 dt 2/11/2015)

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. The additional performance security shall be refunded on satisfactory completion of the work.)

(As per Amended vide Govt memo no F-53/16/2012/19/Y/6842 dt 2/11/2015)

31. Price Adjustment

31.1 Applicability

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

31.2 Procedure

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the **contract data**.
2. The price adjustable shall be determined during each **quarter** from the formula given in the **contract data**.
3. Following expression and meaning are assigned to the work done during each **quarter**:
R = Total value of work during the **quarter**. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the **quarter**, **less value of material issued by the department, if any, during the quarter**.

4. Weightages of various components of the work shall be as per the **Contract Data.**

- 31.3 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.
- 31.4 The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
- 31.5 For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favour of the Employer, the same shall be recovered from the sums payable to the Contractor.

32. Mobilization and Construction Machinery Advance

- 32.1 Payment of advances shall be applicable if provided in the **Contract Data.**
- 32.2 If applicable, the Engineer in Charge shall make interest bearing advance payment to the contractor of the amounts stated in the **Contract Data**, against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/ scheduled banks, in the name as stated in the **Contract Data**, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.
- 32.3 The rate of interest chargeable shall be as per **Contract Data.**
- 32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.
- 32.5 The advance payment shall be recovered as stated in the **Contract Data** by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. Secured Advance

- 33.1 Payment of Secured Advance shall be applicable if provided in the **Contract Data.**
- 33.2 If applicable, the Engineer shall make advance payment against materials intended for but not yet incorporated in the Works and against provision by the contractor of an unconditional Bank Guarantee in a form and by a

nationalized/ scheduled bank, in the name as stated in the **Contract Data**, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been adjusted, but the amount of the guarantee shall be progressively reduced by the amounts adjusted by the contractor.

33.3 The amount of secured advance and conditions to be fulfilled shall be as stipulated in the **Contract Data**.

33.4 The Secured Advance paid shall be recovered as stated in the **Contract Data**.

34. Payment Certificates

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

(a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.

(b) The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

(c) The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer-in-charge.

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

(f) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.

(g) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(h) Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.

(i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.

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

E. Finishing the Contract

35. Completion Certificate

- 35.1** A Completion Certificate in the prescribed format in **Contract Data** shall be issued by the Engineer-in-Charge after physical completion of the Work.
- 35.2** After final payment to the Contractor, a Final Completion Certificate in the prescribed format in the **Contract Data** shall be issued by the Engineer-in-Charge.

36. Final Account

- 36.1** The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the Competent Authority as defined in the Contract Data, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.
- 36.2** In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 35.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

- 38.1** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 38.2** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour

from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

39. Compliance with Labour Regulations

39.1. During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the **Contract Data**. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct from any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

40. Audit and Technical Examination

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not to, have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in **clause 24** above and if it is found that the Contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the Contractor.

41. Death or Permanent Invalidity of Contractor

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

42. Jurisdiction

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

[End of GCC]

Contract Data

GCC Clause	Particulars	Data
1.14	Employer	MP STATE TOURISM DEV COPR LTD, BHOPAL
1.15	Engineer	MP STATE TOURISM DEV COPR LTD, BHOPAL
1.____	Engineer in Charge	MP STATE TOURISM DEV COPR LTD, BHOPAL
1.22	Stipulated period of completion	<p>(prior is always Included in rainy season, unless mentioned otherwise)</p> <p>And as below :</p> <p>For Road & Bridge work costing :</p> <p>Upto Rs. 5 crore – max 12 months</p> <p>From Rs. 5 to 10 crores- max 18 months</p> <p>From Rs. 10 to 20 crores- max 24 months</p> <p>From Rs. 20 to 50 crores- max 28 months</p> <p>More than Rs. 50 crore- max 36 months</p> <p>For Conventional Building works costing :</p> <p>Upto Rs. 50 lacs- max 12 months</p> <p>From Rs. 50 lacs to 2 crore- max 15 months</p> <p>From 2 crore to 5 crores- max 18 months</p> <p>From 5 crore to 10 crores- max 20 months</p> <p>From 10 to 20 crores- max 24 months</p> <p>More than Rs. 20 crore- max 30 months</p> <p>For Prefab Building works:</p> <p>The time permitted to be kept is 50% of time prescribed for conventional construction</p>
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	MP State tourism dev corp ltd, Bhopal
5	Subcontracting permitted for the Contract Value	More than Rs. Five crores
6	Technical Personnel to be provided by the contractor –	As per Annexure-I (Format I-3)

Contract Data

GCC Clause	Particulars	Data
	requirement, & Penalty, if required Technical Personnel not employed	Rs. Thirty thousand per month for each graduate engineer and Rs. Eighteen thousand per month for each diploma engineer
10	Specifications	As per Annexure E
	Drawings	As per Annexure - N
12	Competent Authority for deciding dispute under Dispute Resolution System	MP State tourism dev corp ltd, Bhopal
	Appellate Authority for deciding dispute under Dispute Resolution System	MP State tourism dev corp ltd, Bhopal
13	Period for submission of updated construction program	a) Every 3 months or b) At the end of every milestone, whichever is less
	Amount to be withheld for not submitting construction program in the prescribed period	@ 1 % (Percent) of contract amount, subject to a maximum of Rs. 50,000/-
14	Competent Authority for granting Time Extension	a) 3 Month –Executive Engineer b) More than 3 Months – CE, MP STATE TOURISM
	Milestones laid down for the contract	Yes
15	If Yes, details of Milestones	As per Annexure – O or As below, if not mentioned in Annexure – O: Mile Stone 1 : 1/8 th of the whole work before 1/4 th of the whole time allowed has elapsed, Mile Stone 2 : 3/8 th of the whole work before 1/2 nd of the whole time allowed has elapsed, Mile Stone 3 : 3/4 th of the whole work before 3/4 th of the whole time allowed has elapsed, Mile Stone 4 : Complete work with in the stipulated time

Contract Data

GCC Clause	Particulars	Data
	Liquidated damage	As per Annexure – P
	List of equipment for lab	As per Annexure – Q
	Time to establish lab	30 days from date of signing of the Agreement
17	Penalty for not establishing field Laboratory	1% of contract amount per month, Subject to a maximum of Rs. 50,000/- per month of delay
18	Defect Liability Period	<p>As below:</p> <p>A) For Road work :</p> <p>i) For New Road (Bituminous) Construction along with granular crust (including strengthening):- 5 years;</p> <p>ii) for new road (concrete) construction (including strengthening):- 5 years</p> <p>iii) for renewal with BT layer equal to or less than 30 mm thickness:- 3 years</p> <p>iv) For renewal with BT layer more than 30 mm thick: 5 years</p> <p>B) For Bridge works : 3 years to execute complete and maintain work in accordance with agreement and special conditions of contract (SCC) after issuance of physical completion certificate as per Annexure-U</p> <p>C) for Building works : 3 years</p> <p>D) For Road maintenance:- 1 years (the work of strengthening and renewal shall not be treated as road maintenance work)</p> <p>E) for Building maintenance work:- 1 years (Except for water proofing work and the work in which specific guarantee period is mentioned)</p> <p>Note – in accordance with clause 18 the defect observed in the works during the defect liability period shall be intimated by the Engineer in charge to the contractor and the contractor shall rectify the defects promptly. In case the defects are not removed in reasonable time, the same can be got done by the Engineer in Charge as below:</p> <p>a) Deploy departmental labour and material or</p>

Contract Data

GCC Clause	Particulars	Data
		<p>b) Engage a contractor by issuing a work order at contract rate/SOR rate or</p> <p>c) Sanction supplementary work in a existing agreement to a contractor for zonal works or similar other work or</p> <p>d) Invite open tender or</p> <p>e) Combination of above</p> <p>f) The Engineer-in-charge shall assess the cost of such rectification which shall be recoverable from the contractor from his performance security of any amount due or that may become due to him and from other available securities. If this amount is not sufficient to meet the expenses incurred on rectification, the balance amount may be recovered as land revenues arrears as per MPLRC</p> <p>(Amended vide Govt memo no 1400/1246/2018/19/yo Bhopal dt 06/04/2018)</p>
21	Competent Authority for determining the rate	MP State tourism dev corp ltd, Bhopal
27	Any other condition for breach of contract	<p>Yes as below :</p> <p>If the contractor fails to achieve 50 % financial progress in any milestone and/or fails to achieve 75% financial progress in two consecutive mile stone</p>
28	Penalty	<p>Penalty Shall include for feature of</p> <p>(a) Security deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the employers additional cost for competing the work which shall be 20 percent and</p> <p>(b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of</p>

Contract Data

GCC Clause	Particulars	Data
		Contract, whichever is higher
29	Performance guarantee (Security) shall be valid up to	<p>The upfront bank guarantee against performance security shall be taken for a period as mentioned below</p> <ul style="list-style-type: none"> a) Works having performance grantee fo 5 year- construction period+3 yars+3 months. b) Works having performance grantee fo 3 year- construction period+2 yars+3 months. c) Works having performance grantee fo 1 year- construction period+1 yars+3 months. <p>It is clarified that in case the construction period of the work is extended beyond the stipulated completion period, the bank grantee against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.</p> <p>(Amended vide Govt memo no 1400/1246/2018/19/yo Bhopal dt 06/04/2018)</p>
30	Security Deposit to be deducted from each running bill	At the rate of 5%. of Gross amount of running bill
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
	Refunded of security deposit.	<p>The total security deposit deducted from the running bills shall be refunded(equivalent BG released) only after the completion of the performance guarantee period/extended performance guarantee period if any)</p> <p>(Amended vide Govt memo no 1400/1246/2018/19/yo Bhopal dt 06/04/2018)</p>
31	Clause 31.1 (1) Price Adjustment shall be applicable	<p>As per Annexure R and as below:</p> <p>Price Adjustment shall be applicable only in case where the amount in NIT is more than Rs. 10 (Ten) Crores. This clause shall not have any bearing with the Contract Amount.</p>

Contract Data

GCC Clause	Particulars	Data
31.1 (1)	Price adjustment shall be applicable	
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	No Mobilization and Construction Machinery Advance payable
	Clause 32.2 If yes, Unconditional Bank Guarantee	NOT APPLICABLE
	32.3 If yes, Rate of interest chargeable on advances	NOT APPLICABLE
	32.4 If yes, Type & Amount of Advance payment that can be paid	NOT APPLICABLE
	32.5 If yes, Recovery of advance payment	NOT APPLICABLE
33	33.1 Secured Advance Applicable	NOT APPLICABLE
	33.2 if yes, Unconditional Bank Guarantee	NOT APPLICABLE
	33.2 if yes, Amount of Secured Advance	NOT APPLICABLE
	33.3 if yes, Conditions for secured advance	NOT APPLICABLE
	33.4 if yes, Recovery of Secured advance	NOT APPLICABLE
35	Completion Certificate – after physical completion of the Work	As per Annexure - U
	Final Completion Certificate – after final payment on completion of the Work	As per Annexure- V
36	Competent Authority	MP State tourism dev corp ltd, Bhopal
39	Salient features of some of the major labour laws that are applicable	As per Annexure-W
41	Competent Authority	MP State tourism dev corp ltd, Bhopal

ANNEXURE – N
(See clause 10 of Section 3 – GCC)

Drawings

List of drawings –

- a. **Concept plan attached.**

ANNEXURE – O
(See clause 15 of Section 3 -GCC)

Details of Milestones

As per contract data Sr. no. 15.

Compensation for Delay

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

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

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

The decision of **Superintending Engineer** shall be final and binding upon both the parties.

List of Equipment for Field Testing Laboratory

A. For Building Works

1. Balances

(i) 7 kg to 10 kg capacity, Semi-Self indicating type –Accuracy 10 gm.

(ii) 500 gm. Capacity, Semi-Self indicating type-Accuracy 1 gm.

(iii) Pan Balance – 5 kg. Capacity, Accuracy 10 gm.

**2. Ovens-Electrically operated, thermostatically controlled up to 110 c-
Sensitivity 1Degre C.**

3. Sieves : as per IS 460-1962.

(i) I.S.Sieves -450mm internal dia of sizes 100 mm, 80,mm 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm complete with lid and pan.

(ii) IS Sieves – 200 mm internal dia. (brass frame) consisting of 2.36 mm, 1.18 mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.

4. Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.

5. Equipment for slump test – Slump Cone, Steel Plate, Tamping rod, steel scale, scoop

6. Dial gauges 25 mm travel -0.01 mm/division. Least count – 2 nos.

7. 100 tones compression testing machine, electrical-cum manually operated.

8. Graduated measuring cylinders 200 ml capacity – 3 nos.

9. Enamel trays (for efflorescence test for bricks).

(i) 300 mm * 250 mm * 40 mm – 2 nos.

(ii) Circular plates of 250 mm dia – 4 nos.

मध्य प्रदेश शासन
लोक निर्माण विभाग
भोपाल

क्रमांक एफ 53/16/2012/19/यो/1853

भोपाल दिनांक 06/05/2022

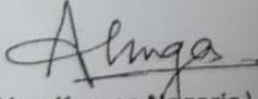
— आदेश —


मन्त्री-परिषद के निर्णय दिनांक 04.05.2022 के परिपालन में, प्रदेश में निर्माण कार्यो की निविदा आमंत्रित करने हेतु दिनांक 01.01.2014 से लागू नवीन निविदा प्रपत्र में प्रावधानित प्राइज एडजस्टमेंट के क्लास-31 में मूल्य समायोजन राशि (प्राइस एस्केलेशन) की राशि की गणना के लिये राज्य शासन एतद द्वारा निम्नानुसार संशोधन करता है :-

1-निर्माण कार्यो के अनुबंध की अवधि में दी जाने वाली मूल्य समायोजन राशि (प्राइस एस्केलेशन की राशि) की गणना के लिए पूर्व से स्थापित प्रावधान में परिवर्तन करते हुये मूल्य समायोजन (प्राइज एस्केलेशन) की गणना के लिए वर्तमान प्रावधान, निविदा जमा करने के अंतिम तिथि के 28 दिवस पूर्व के स्थान पर एस.ओ.आर (समय-समय पर जारी संशोधन सहित) को जारी करने की दिनांक को प्रचलित विभिन्न निर्माण सामग्रियों के लिए Whole Sale Price Index (WPI), लेबर के लिए Consumer Price Index (CPI) for Industrial Workers एवं POL तथा Bitumen के लिए IOCL की दरों को आधार मान्य किया जावे। (क्लास-31 प्राइज एडजस्टमेंट)

2-उक्त के संबंध में संबंधित विभाग भविष्य में आमंत्रित की जाने वाली निविदाओं के अनुबंधों में उपरोक्तानुसार संशोधन किया जाना सुनिश्चित करें।

म0प्र0 के राज्यपाल के नाम से
तथा आदेशानुसार


(Ajay Kumar Nagaria)
DGM (Civil), MPBDC


(आर.के.मेहरा) 6.05.2022
सचिव
मध्यप्रदेश शासन
लोक निर्माण विभाग

PRICE ADJUSTMENT

[Cl. 31 of Section 3- GCC]

The formula for adjustment of prices are :-

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

Adjustment for Labour Component

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

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

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

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

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

$P_L =$ Percentage of Labour component of the work

Adjustment for Cement Component

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

$$V_C = 0.85 \times P_C / 100 \times R (C_1 - C_0) / C_0$$

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

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

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

$P_C =$ Percentage of cement component of the work

Adjustment of Steel Component

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

$$V_S = 0.85 \times P_S \times R \times (S_1 - S_0) / S_0$$

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

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

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

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

Note: For the application of this clause, index of mild steel long products / flats has been Chosen to represent steel group. In any work only one of the indices i.e. either for long products or for flats shall be used as decided by the Employer/ Executing Agency.

Adjustment of Bitumen Component

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

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

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

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

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

Adjustment of POL (Fuel and Lubricant) Component

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

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

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

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

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

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

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

Adjustment for Plant and Machinery Spares component

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

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

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

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

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

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

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

Adjustment of Other Materials Component.

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, Steel, Bitumen and POL.

M_o = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

M_i = The all India wholesale price index(all commodities) for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

P_m = Percentage of local material component (other than Cement, Steel, Bitumen and POL) of the work. Plant and Machinery spares component of the work.

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

1.	Labour - P_1	
2.	Cement - P_c	
3.	Steel - P_s	18%
4.	POL - P_f	5%
5.	Plant & Machinery Spares - P_m	5%
6.	Other Materials- P_m	34%
		<hr/>
		Total 100%

(Amended As per vide Govt Order No. F-53-55-2018-19-Yo-1115 Bhopal dated 23-3-2021)

NOT APPLICABLE

Bank Guarantee Form for Mobilization and Construction Machinery Advance

To

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

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

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

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

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

Yours truly,

Signature and Seal : _____

Name of Bank/Financial Institution: _____

Address : _____

Date : _____

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

Bank Guarantee Form for Secured Advance

INDENTURE FOR SECURED ADVANCES

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

Whereas by an agreement dated _____ (hereinafter called the
said agreement) the contractor has agreed.

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

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

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

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

- (1) the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own 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 utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
- (C) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Physical Completion Certificate

Name of Work:

Agreement No. Date
.....

Amount of Contract Rs

Name of Agency:
.....

Used MB No. -----

Last measurement recorded

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

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

Date of issue

Executive Engineer
MP STATE Tourism Dev corp ltd, Bhopal

Final Completion Certificate

Name of Work: : -----

Agreement no. Date
.....

Name of Agency :
.....
.....

Used MB No. -----

Last measurement recorded

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

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

Agreemented 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
MP STATE Tourism Dev corp ltd, Bhopal

Salient Features of Some Major Labour Laws Applicable

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

- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable,

are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

SECTION 5

**AGREEMENT FORM
AGREEMENT**

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

Whereas the Employer is desirous that the Contractor execute

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

NOW THIS AGREEMENT WITNESSED as follows:

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

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

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

Signed, Sealed and Delivered by the said _____

_____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

(Issued vide Govt. of MP PWD letter no

Bhopal, Dated 10-12-2015)

Following Special Conditions shall supersede or amend relevant clauses of "Appendix 2.10 (Works Department Manual 1983) Tender Document" issued vide Govt. Order No F 53/16/2012/19/यो dated 01-01-2014

1. Prequalification Conditions

(i) Section -2, Annexure – C, Pre Qualification, A Financial :

"3 financial years" to be read as "5 years."

(ii) Section -2, Annexure "I"

(1)

(Format I-1) :

- (a) Financial requirement of having completed "one similar work of aggregate cost not less than the amount equal to 50% of the Probable Amount of Contract (PAC) in any one financial year" is clarified as "one similar work costing not less than the amount equal to 50% of the probable amount of contract"
- (b) In case of (PAC) more than Rs. 100 (One Hundred) crore, requirement of "completed work" revised to "executed work" by inserting a note as given below the format.
- (c) Period of financial requirement revised from "3 financial years" to "5 years".
- (d) Similar work redefined to include infrastructure after third call.
- (e) Employer for work in government sector redefined as "an officer of rank not below EE of any government/semi government/ government under taking/local self government of any State Government or Government of India."
- (f) Ten percent yearly weightage assigned to values of work to bring the same at present price level.
- (g) Bidder's company name style clarified.

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 1 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

- (h) Work done/work executed in govt. sector clarified by inserting note below the format.
- (i) Provision for seeking clarification/supplementary information (without allowing additional documents) on experience/turn over/bid capacity document included.

(2)

(Format I-2):

- (a) Clarification inserted for cases when audited balance sheet of immediate preceding year is not available.
- (b) Clarification for counting number of years of contract period inserted below bid capacity formula.

(3)

(Format I-3):

- (a) Minimum requirement of technical personnel prescribed.
- (b) Note inserted below the table to clarify that minimum requirement is part of technical bid and not part of prequalification criteria but the same is mandatory requirement.

(4)

(Format I-4):

- (a) Minimum requirement of quality control equipment prescribed.
- (b) Note inserted below the table to clarify that minimum requirement is part of technical bid and not part of prequalification criteria but the same is mandatory requirement.

(5)

(Format I-5):

- (a) Minimum requirement of construction equipment/Machines prescribed.
- (b) Note inserted below the table to clarify that minimum requirement is part of technical bid and not prequalification criteria but the same is requirement for completing the work in time.

Annexure – I (Format I-1), (Format I-2), (Format I-3), (Format I-4) & (Format I-5) with amendments and new notes as above are appended as **(Enclosure-1)** with this Special Condition & these new formats shall supersede formats used before date of issue of these conditions.

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 2 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

2. Addendum 1 (**Enclosure-2**) to bid document issued by Govt. of MP vide letter no. F53/16/2012/19/यो/1317 Bhopal, dated **28-02-2015** related to **ITB clause 22.2** for period of additional performance guarantee and **GCC clause 29** for period of security deposit and **GCC clause 30.3** for refund of performance guarantee and additional performance guarantee is made applicable for this bid document. The relevant clauses of the bid document shall stand superseded by these special conditions. It is also clarified that security deposit can only be refunded after end of P.G. period (Defect Liability Period), only when the Additional Project Director or Joint Project Director has inspected the work and has recommended for refund of security deposit with speaking order.
3. Amendment to annexure-G –Joint Venture (Clause-4 of Section 2 ITB) issued vide Govt. of M.P. order no. F 53/16/2012/19/P/2636, Bhopal, dated. 19/05/2015 (**Enclosure-3**) related to additional conditions for qualification of JV partners is also made applicable for this bid document.
4. Amendment to the bid document related to **GCC clause 28** related to payment upon termination and penalty issued by Govt. of M.P. letter no. F53/16/2012/19/यो/6842, Bhopal, dated **02-11-2015 (Enclosure-4)** is made applicable for this bid document. The relevant clause of the bid document shall stand superseded by these Special Conditions.
5. SOR applicable for building works shall be the SOR for building works (Civil and E/M both) issued on 01-08-2014 by the Project Director, PWD, PIU with amendments upto the date of issue of N.I.T. However amendments of SOR between date of NIT and date of submission of bid shall also be applicable, if the same has been issued as amendment to the NIT. In case of any discrepancy between items rate shown in BOQ and in SOR, later will prevail.
6. The prequalification (PQ) limit (NIT clause-5) for building work shall be Rs 100.00 (one hundred) lacs. The prequalification (PQ) limit mentioned elsewhere in the bid document (Bid Data Sheet issued vide govt. of M.P., PWD letter no. 53/16/2012/19/P/526 dated 06/02/2014) shall stand superseded with this special condition.
7. Performance guarantee (PG) period (Defects Liability Period) for building shall be five years for which this Special Conditions will supersede provision

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 3 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

of Defect Liability Period of two years as per contract data issued vide govt. of M.P., PWD letter no. 53/16/2012/19/P/526 dated 06/02/2014. Defect liability period shall start only after completion of work. The date of completion of work will be the date of issue of physical completion certificate as per Annexure – U. Performance guarantee shall not be enforced on incidence of breakage of glass panes and theft of a building element. Contractor shall white wash/colour wash all elements of building at the end of defect liability period at his own cost (no payment shall be made for this) with one coat of the same material (white wash/colour wash & paint excluding base work of texture plaster) which has been applied in original work. Putty work shall not be repeated in such case except where damage to putty has occurred due to poor workmanship or leakage/seepage. White wash/colour wash & painting work done at the end of defect liability period in accordance to this condition shall be recorded in the measurement book of final bill of the same work and page no of MB shall be mentioned in the letter to be issued by the Additional Project Director/Joint Project Director at the time of release of security deposit after end of performance guarantee (PG) period (Defects Liability Period). Security Deposit shall not be refunded without compliance of this clause of special condition.

8. Building shall periodically be inspected jointly by the contractor and engineer in charge or their authorized representative twice a year out of which one inspection shall take place during rainy months of July-August-September to take note of seepage/leakage and inspection note shall be issued by the engineer in charge or his authorized representative describing defects noticed. Defects of emergent nature such as leakage/seepage, breakage of waste/soil pipe, water supply/drainage pipes shall be repaired/rectified by the contractor within three days and other defects shall also be repaired/rectified within 15 days for which compliance shall be well documented and taken in to account (speaking order) while releasing security deposit at the end of performance guarantee (PG) period (Defects Liability Period) by the Additional Project Director/Joint Project Director. All other conditions as per contract data issued vide govt. of M.P., PWD letter no. 53/16/2012/19/P/526 dated 06/02/2014 for implementation of defect liability period shall be enforced along with this special condition.
9. "Minimum Health and Safety requirement dated 20-11-2015" (**Enclosure-5**) shall be applicable.

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 4 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

10. Reference of Designation Executive Engineer, Superintending Engineer, Chief Engineer and Engineering in Chief in the bid document shall be read as Divisional Project Engineer, Joint Project Director, Additional Project Director & Project Director of PWD, PIU.
11. Bids shall be opened in order of their listing in NIT. In case of bidder's participation in multiple tenders listed in one N.I.T., his bid capacity shall be considered exhausted, if found L1, in the order of tenders opened. Soon after bid capacity of a bidder has exhausted, his next bid shall not be opened.
12. In case similar rates are received from two or more bidders, closed cover offer shall be invited from such bidders to finalize the bid. Only lower rates shall be accepted.

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 5 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

**Enclosure 1 (Total Page 7)
to Special Condition 10-12-2015**

(Annexure – I (Format I-1), (Format I-2), (Format I-3), (Format I-4) & (Format I-5))

Annexure - I (Format: I-1)

(See clause 14 of Section 2 -ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Qualification:

The bidder should have completed either of the below:

1. three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last (preceding) 5 years; or
2. two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last (preceding) 5 years; or
3. one similar work costing not less than the amount equal to 50% of the probable amount of contract during the last (preceding) 5 years;

TABLE – 1, TABLE-2 & TABLE-3 as below to be filled in by the contractor:

Similar Works: Details of successfully completed similar works in last (preceding) five years :-

TABLE-1 (Similar Works to be filled by bidder)								
Agreement No. & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Amount of Completion	Employer's Name & Address	Encl. Number	Total Pages

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 6 of 28

Special Conditions for Building Works in PWD, PIU

B. Physical Qualification, Prescribed, if any:

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

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

Note (for Table 3):

- d) 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 years

General Note (For Format I-1):

- a) Maximum value of Similar works executed in any one year during the last five year (10% weight age per year shall be given to bring the value of work executed at present price level)
- b) Work executed with Central Govt. or any State Govt. or Semi Govt. organization or Central/any State Govt. undertaking or Municipalities/Municipal Corporations shall only be considered. Certificate shall be signed by an officer not below the rank of executive engineer or equivalent.
- c) The applicant must be in the same name and style well established civil Engineering contractor with physical and financial experience and capability in doing civil Engineering works and shall give evidence for the same.
- d) Any clarification on experience documents submitted by the Bidder may be called by the department and the bidder shall submit the same within stipulated time. However no additional information or document shall be entertained
- e) Employer signing completion certificate of similar work means an officer of rank not below EE of any government/semi government/ government under taking/local self government of any State Government or Government of India.
- f) Cut of date for counting last 5 years shall be date of issue of NIT.

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Annexure - I (Format: I -2)

(See clause 14 of Section 2 -ITB)

ANNUAL TURN OVER

(C) Requirement:

Average annual turnover on the construction of civil Engineering works during preceding five financial year shall not be less than 50% of the probable amount of contract.

TABLE-4 to be filled in by the contractor:

TABLE-4 (Construction Work – ANNUAL TURN OVER)				
Preceding Financial year No.	Financial year	Payments received for contracts of civil engineering works in progress or completed	Enclosure Number	Total Pages of documents
1.	2.	3.	6.	7.
1				
2				
3				
4				
5				

Total Turnover of five years =

Average Annual Turnover =

Maximum Annual Turnover 'A' =

Note:

- Annual turnover on construction works should be certified by the Chartered Accountant.
- Audited balance sheet including all related notes, and income statements for the above financial years to be enclosed.
- Above table is also to be used for arriving at value of maximum annual turnover 'A'.
- Value of 'A' to be used in bid capacity formula.
- For immediate preceding financial year, if final audited balance sheet certified by the Chartered Accountant is not available, then provisionally certified balance sheet shall also be considered for the purpose of annual turnover.

Bid Capacity

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

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

Where

- A = Maximum value of all civil engineering work executed in "any one financial year" during the last five year (updated to the price level at the current financial year at the compounded rate of 10% (Ten percent) a year taking into account the completed as well as work in progress.
- B = Number of years prescribed for completion of the works for which tender is invited (period up to 6 months to be taken as half-year and more than 6 months and upto one year as one year.) Any period beyond 12 months, the period actually mentioned in the N.I.T. shall be considered. Period of completion given in month shall be divided by 12 to arrive at value of B.
- C = Amount of work in hand at present as per Table-2 (Format I 1)

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 9 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Enclosure 2 (Total Page 1)

to Special Condition 10-12-2015

Amendment dated 28-02-2015 to Period of Guarantees

Addendum-I

1- BID DATA SHEET – following is added in last Row of Bid data sheet

CLAUSE REFERENCE	PARTICULARS	DATA
22	Additional performance security as per clause – 22.2 of ITB Valid upto	Till stipulated time of completion plus three months

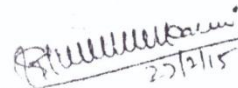
2- CONTRACT DATA – following modification is done under clause reference 29 of contract data

CLAUSE REFERENCE	PARTICULARS	DATA
29	Performance Guarantee (Security) valid upto	Performance Guarantee (Security) valid upto Three months beyond the completion of defect liability period (Maintenance Guarantee period) and Additional performance Guarantee valid upto stipulated time of completion plus 03 months

3- SECTION 3- CONDITION OF CONTRACT

Replace Sub Clause 30.3 of clause-30 Security deposits with the following :-

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


25/2/15

(S.K. Kulkarni)
Deputy Secretary
Government of M.P.
Public Works Department

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 13 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Enclosure 3 (Total Page 2)

to Special Condition 10-12-2015

Amendment dated 19-05-2015 to JV Partner Qualification

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक एम-53/16/2012/19/सो 2636

मौजाल दिनांक 19/05/2015

प्रति
✓ प्रमुख अभियंता
लोक निर्माण विभाग
भारत:

विषय- AMBIGUITY IN THE J.V. CLAUSE OF TENDER DOCUMENT,

संदर्भ- आपसी टीम क्रमांक 349/सीएसएस/एमडी03आर0/2013/1710 दि. 14.05.2015

--C--

आपका शासन मूकद द्वारा आदेश दिनांक 01.01.2014 को जारी नया निविदा प्रपत्र के अनुबन्ध जो (म्बार्न्ड वेचर J.V.) में आपके प्रस्ताव अनुसार निम्नानुसार संशोधन किया जाता है-

1. Annexure-G (Page 23) of the bid document describes the conditions and requirement to be applied/fulfilled in case of bidding by the joint venture (J.V.). For the purpose of evaluation of technical bids, it is hereby clarified that in addition to the conditions contained in Annexure-G of the bid document, the partners of J.V. should satisfy the qualification criteria as below:-

- The lead partner must have a share of minimum 51% in the J.V.
- The other partner(s) must have a share of minimum 26% in the J.V.
- The lead partner and the other partner must also meet 51% and 26% of the all qualification criteria respectively except for the requirement of work experience described in Annexure-I-1(A) (Page 27). However both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose the qualification of individual partners shall be added (for Annual Average Turn Over and for Bid Capacity only).

Following clarification / amendment is hereby done in requirement contained in Annexure-I-1(A) for J.V.

Out of 3 similar works of value more than 20% of PAC, at least 2 works must be done by lead partner and one work to be done by other partner.

Handwritten notes:
25 (G)
circulate
to all &
host on
website

21.06.15
207280
22/5/15

Special Conditions 10-12-2015

Secretary
P.W.D.

Page 14 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

- ii. Out of 2 similar works of value more than 30% of PAC, at least 1 (One) work must be done by lead partner and 1 (One) work to be done by other partner,

OR

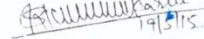
- iii. In case of one similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However the other partner must satisfy the criteria in (i) above i.e. at least one work of 20% of PAC.

उक्त निर्देश तत्काल प्रभाव से लागू होंगे।

सहपत्र-शून्य

म.प्र. के राज्यपाल के नाम से

तथा आदेशानुसार



(एस० के० कुलकर्णी)

उप सचिव

म०प्र० शासन लोक निर्माण विभाग

भोपाल दिनांक 19/05/2015

मू. क्रमांक एक-53/16/2012/19/यो 2637

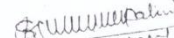
प्रतिलिपि:-

1. परिषदाजना संचालक, लोक निर्माण विभाग (पी०आई०यू०) भोपाल को सूचनाार्थ।
2. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग मण्डल.....को सूचनाार्थ।

अन्य अधीनस्थ अधिकारियों को अपने स्तर से अवगत कराएँ।

3. एक छापाप्रति वेग साईड हेतु।

सहपत्र-0



उप सचिव

म०प्र० शासन लोक निर्माण विभाग

PATH/ORDER/UP SACIV-87

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 15 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Enclosure 4 (Total Page 2)

to Special Condition 10-12-2015

Amendment dated 02-11-2015 to Penalty clause

Rev
04/11/15

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक एफ-53/16/2012/19/यो/8842 भोपाल दिनांक 2/11/2015

प्रति,

प्रमुख अभियंता,
लोक निर्माण विभाग
भोपाल।

विषय:- निविदा प्रपत्र के पेनाल्टी क्लॉज में संशोधन बाबत।

संदर्भ:- आपकी टीप क्रमांक 401/सा/विविध/152/2015/1098 दिनांक 06.10.2015

—0—

राज्य शासन एतद् द्वारा शासन के आदेश क्रमांक एफ-53/16/2012/19/यो दिनांक 01.01.2014 से विभाग में लागू निविदा प्रपत्र के पेनाल्टी क्लॉज के विद्यमान प्रावधान में संशोधन करता है। विद्यमान प्रावधान एवं संशोधित प्रावधान निम्नानुसार है:-

Clause No.	विद्यमान प्रावधान	संशोधित प्रावधान
28	Payment upon Termination.	
28.1	If the contract is terminated under 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurement, 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.	If the Contract is terminated under clause 27.3, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data.

Contract Data

GCC Clause	Particulars	विद्यमान प्रावधान	संशोधित प्रावधान
		Data	Data
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	Penalty shall include (a) Security deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the Employer's additional cost for completing the works shall be 20 percent. (b) Liquidated damages imposed

PATIL/SACHIV-ADESH-40

28

Special Conditions 10-12-2015

Secretary
P.W.D.

Page 16 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

		Contract, whichever is higher.	as per clause 15 of Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher.
--	--	--------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

सहपत्र:- शून्य

म0प्र0 के राज्यपाल के नाम से
तथा अन्वेषानुसार

(चन्द्रप्रकाश अग्रवाल)
सचिव

म0प्र0 शासन लोक निर्माण विभाग
भोपाल दिनांक 2/11/2015

पृ0 क्रमांक एफ-53/16/2012/19/यो/6843
प्रतिलिपि:-

1. अपर मुख्य सचिव, म0प्र0 शासन पंचायत एवं ग्रामीण विकास विभाग भोपाल।
2. अपर मुख्य सचिव, म0प्र0 शासन वित्त विभाग।
3. अपर मुख्य सचिव, म0प्र0 शासन जल संसाधन विभाग, भोपाल।
4. महालेखाकार ग्वालियर/भोपाल (मध्यप्रदेश)।
5. उपाध्यक्ष एवं सदस्य, पुर्नवास नर्मदाघाटी विकास प्राधिकरण, भोपाल।
6. प्रमुख सचिव, म0प्र0 शासन, नर्मदाघाटी विकास विभाग, भोपाल।
7. प्रमुख सचिव, म0प्र0 शासन किसान कल्याण एवं कृषि विभाग, भोपाल।
8. प्रमुख सचिव, म0प्र0 शासन, ऊर्जा विभाग, भोपाल।
9. प्रमुख सचिव, म0प्र0 शासन, सामान्य प्रशासन विभाग, भोपाल।
10. सचिव, म0प्र0 शासन आवास पर्यावरण विभाग, भोपाल।
11. सचिव, म0प्र0 शासन नगरीय प्रशासन एवं विकास विभाग, भोपाल।
12. सचिव, म0प्र0 शासन, लोक स्वास्थ्य यांत्रिकी विभाग, भोपाल।
13. सचिव (समन्वय) मुख्य सचिव, कार्यालय, म0प्र0 शासन, भोपाल।
14. आयुक्त जनसम्पर्क, मध्यप्रदेश भोपाल।
15. प्रबंध संचालक, म0प्र0 राज्य सड़क विकास निगम, भोपाल।
16. मुख्य तकनीकी परीक्षक (सर्तकता) अरेरा हिल्स भोपाल।
17. परियोजना संचालक, लोक निर्माण विभाग पी0आई0यू0 भोपाल।
18. मुख्य कार्यपालन अधिकारी, म0प्र0 ग्रामीण सड़क विकास प्राधिकरण, भोपाल।
19. निज सचिव, मान0 मंत्रीजी लोक निर्माण विभाग, भोपाल।

सहपत्र:- शून्य

(चन्द्रप्रकाश अग्रवाल)
सचिव

म0प्र0 शासन लोक निर्माण विभाग
2/11/15

Secretary
P.W.D.

Special Conditions for Building Works in PWD, PIU
Enclosure 5 (Total Page 10)
to Special Condition 10-12-2015

Minimum Health and Safety Requirement 08-12-2015

SAFETY MEASURES

General

- i) The contractor shall comply with all the requirements of "The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act", 1996 and its Central Rule 1998 / State Rules and any other statutory requirements as applicable.
- ii) The Contractor shall follow OWNER / MPPWD Safety Rules as issued from time to time with respect to safety in construction & erection.
- iii) The contractor shall have the approved Safety, Health and Environment (SHE), Policy in respect of Safety and health of Building Workers and it shall be circulated widely and displayed at conspicuous place in Hindi and local language understood by the majority of the workers. A copy of the safety policy should be submitted to Engineer in charge.
- iv) The contractor shall prepare the safety plan comprising of methods to implement the Safety Policy / Rules, Risk assessment and ensuring Safety at work areas, Safety audits, inspections and its compliance, Supervision and responsibility to ensure Safety at various levels, Safety training to employees, review of Safety and accident analysis, ensure Health and Safety Procedures to prevent accidents and submit to Engineer for approval as per the format of Safety plan as annexed at Annexure-I.
- v) The Contractors shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Employer or to others, working at the site.
- vi) All equipments used in construction and erection by the contractor shall meet BIS / International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual. The contractor should also follow Guidelines / Rules of the Employer in this regard.
- vii) The Contractor shall provide suitable latest Personal Protective Equipments of prescribed standard to all his employees and workmen according to the need. The Engineer shall have the right to examine these safety equipments to determine their suitability,

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 18 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Working at Heights

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

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

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

Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8 mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards.

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

The contractor shall provide standard prefabricated ladders on the columns where the workers are required to use them as an access for higher elevations till permanent staircase is provided. The workers shall be provided with safety belts fitted with suitable fall arresting system (Fall arrestors) for climbing / getting down through ladders to prevent fall from height.

Further, any such decision of the Engineer shall not, in any way, absolve the Contractor of his responsibilities. In case, use of such a container or entry thereof into the Site area is forbidden by OWNER / MPPWD, the Contractor shall use alternative methods with the approval of the OWNER / MPPWD without any cost implication to the OWNER / MPPWD to extension of work schedule.

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

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 21 of 28

Special Conditions for Building Works in PWD, PIU

The contractor shall provide suitable personal protective equipments to the workers who are handling the hazardous and corrosive substances including alkalis and acids.

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

Eye Protection

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

Electrical Hazards

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

The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the construction work. The contractor shall provide sufficient ELCBs / RCCBs for all the portable equipments, electrical switchboards, distribution panels etc. to prevent electrical shocks.

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

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

Excavation

The contractor shall take all necessary measures during excavation to prevent the hazards of falling or sliding of material or article from any bank or side of such excavation which is more than one and a half metre above his footing by providing adequate piling, shoring, bracing etc. against such bank or sides.

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

Vehicular Traffic

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

Special Conditions for Building Works in PWD, PIU

Excessive Noise, Vibration

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

Electrical Installations

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

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

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

Special Conditions for Building Works in PWD, PIU

Safety Organisation

- i) The contractor employing more than 250 workmen whether temporary, casual, probationary, regular or permanent shall employ at least one full time safety officer exclusively to supervise safety aspects of the equipments and workmen, who will coordinate with the OWNER / MPPWD Safety Officer. Further requirement of safety officers, if any, shall be guided by Rule 209 of The Building and Other Construction Worker (Regulation of Employment and Conditions of service) central rule 1998. In case the work is being carried out through sub-contractor, the employees / workmen of the sub-contractor shall also be considered as the contractor's employees / workmen for the above purpose.

In case of contractor deploying less than 250 workmen he should designate one of his Engineer/supervisor or the contractor himself (if he is directly supervising the work) as safety officer in addition to his existing responsibilities. The Engineer / supervisor should get at least 2 days safety training from any reputed organisation or from OWNER / MPPWD before resuming the work. If already trained in past, the declaration along the training certificate to be furnished to OWNER / MPPWD safety officer.

- ii) The name and address of such Safety Officer of the Contractor will be promptly informed in writing to the Engineer with a copy to the Project Safety Officer before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

Reporting of Accident and Investigation

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

Right to stop Work

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

Special Conditions for Building Works in PWD, PIU

- ii) The Contractor shall not be entitled for any damages / compensation for stoppage of work, {Sub-Clause 7.17.00 (i)}, due to safety reasons and the period of such stoppage of work shall not be taken as an extension of time for Completion of the Facilities and will not be the ground for waiver of levy of liquidated damages.

Fire Protection

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

Penalties

- i) If the Contractor fails in providing safe working environment as per the Safety Rules of Owner / MPPWD or continues the work even after being instructed to stop the work by the engineer as provided in Clause 7.17.00 (i) above, the Contractor shall be penalised at the rate of Rs.25,000/- per day or part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident, the provisions contained in Sub-Clause 7.19.00(ii) below shall also apply in addition to the penalties mentioned in this sub-clause.
- ii) If the Contractor does not take all safety precautions and / or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety of the plant and equipment and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to this own employees or employees of other contractors, or Owner's / MPPWD's employees or any other person who are at the Site or adjacent thereto, the Contractor shall be responsible for payment of penalty to OWNER / MPPWD as per the following schedule :
- | | |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| a) Fatal injury of accident causing death | Penalty @10% of contract value or Rs.5,00,000/- per person, whichever is less. |
| b) Major injuries or accident causing 25% or more permanent disablement to workmen or employees. | Penalty @ 2.5% of contract value or Rs.1,00,000/- per person whichever is less. |

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

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

- iii) If any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts, etc. or without anchoring the safety belts while working at height the Engineer / Safety Officer of OWNER / MPPWD shall have the right to penalise the contractor for Rs.200/- per person per day as such worker shall be sent out of the workplace immediately and shall not be allowed to work on that day. Engineer / Safety Officer of OWNER / MPPWD will also issue a notice in this regard to the contractor.
- iv) If two or more fatal accidents occur at same OWNER / MPPWD site under the control of contractor during the period of contract and he has
1. not complied with keeping adequate PPEs in stock
 2. defaulted in providing PPEs to his workmen
 3. not followed statutory requirements / OWNER / MP PWD safety rules.
 4. been issued warning notice/s by OWNER / MP PWD head of the project on non observance of safety norms.
 5. not provided safety training to all his workmen,

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

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

Award

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

Some of the relevant safety codes are given here under :

IS : 3696	Safety code for scaffolding and ladders. (Parts 1 & 2)
IS : 3764	Excavation work – code of safety.
IS : 4081	Safety code for blasting and related drilling operations.
IS : 4130	Demolition of buildings – code of safety.
IS : 5121	Safety code for piling and other deep foundations.

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 26 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

- IS : 5916 Safety code for construction involving use of hot bituminous materials.
- IS : 7205 Safety code for erection of structural steel work.
- IS : 7293 Safety code for working with construction machinery.
- IS : 7969 Safety code for handling and storage of building materials.

Indian Explosives Act 1940 As updated

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 27 of 28

Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Annexure – 1

(to enclosure 5)

Safety Plan

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

Special Conditions 10-12-2015


Secretary
P.W.D.

Page 28 of 28

कार्यालय मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्र. 1883 /2464/2015/19/यो
प्रति,

भोपाल, दि. 04.04.2016

परियोजना संचालक
लोक निर्माण विभाग
पी.आई.यू. भोपाल (म.प्र.)

प्रमुख अभियंता
लोक निर्माण विभाग
मध्यप्रदेश भोपाल

विषय:-भवन कार्यों के लिये दिनांक 10.12.2015 को जारी प्री-क्वालिफिकेशन की शर्तों में संशोधन करने बावत्।

संदर्भ:-परियोजना संचालक, लो.नि.वि.पी.आई.यू. की नस्ती कं 303/सा/पीडी दिनांक 18.03.2016

-00-

राज्य शासन एतद् द्वारा मध्यप्रदेश शासन लोक निर्माण विभाग मंत्रालय भोपाल के समसख्यक आदेश क्रमांक 7666/2464/2015/19/यो भोपाल दिनांक 10/12/2015 द्वारा लोक निर्माण विभाग पी.आई.यू. में भवन कार्यों (मूल निर्माण कार्य) के लिये जारी विशेष शर्त दिनांक 10/12/2015 की शर्त क्रमांक-1 के साथ संलग्न Enclosure-1 के Annexure-I (Format I-1) की टेबल-1 एवं टेबल-2 के नीचे लिखे नोट a) में से "work in hand" शब्द विलोपित किया जाता है, जिसके पश्चात नोट a) निम्नानुसार संशोधित माना जायेगा।

"a) Certificate duly signed by the employer shall also be enclosed for each completed work".

म0प्र0 के राज्यपाल के नाम से
तथा आदेशप्रमुखानुसार

(चन्द्रप्रकाश अग्रवाल) 2/4/16
सचिव

म.प्र.शासन लोक निर्माण विभाग
भोपाल, दि. 04.04.2016

पृ.क्र. 1884 /2464/2015/19/यो
प्रतिलिपि:-

1. निज सचिव, माननीय मंत्रीजी, लोक निर्माण विभाग मध्यप्रदेश।
2. प्रबंध संचालक, एम.पी.आर.डी.सी. मध्यप्रदेश।
3. समस्त मुख्य अभियंता, लोक निर्माण विभाग, मध्यप्रदेश।
4. समस्त अतिरिक्त परियोजना संचालक, लोक निर्माण विभाग, पीआईयू, भोपाल, इंदौर, जबलपुर एवं ग्वालियर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु।
5. समस्त संभागीय परियोजना यंत्री, लो.नि.वि. पीआईयू, मध्यप्रदेश की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

16 APR 2016

(HT)

(चन्द्रप्रकाश अग्रवाल) 2/4/16
सचिव

म.प्र.शासन लोक निर्माण विभाग
भोपाल, दि. 04.04.2016

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय, वल्लभ भवन, भोपाल-462004

आदेश

भोपाल, दिनांक .03.2016

क्रमांक /एफ 17-1/19/बी/2010 राज्य शासन एतद् द्वारा विभाग मे आई.सी.आई.सी.आई लिमिटेड बैंक के लिखित (Instrument) मान्य करने के संबंध मे म0प्र0 शासन के जल संसाधन विभाग द्वारा अपर नर्मदा जोन जबलपुर को आई.सी.आई.सी.आई बैंक हैदराबाद शाखा द्वारा बैंक गारंटी के प्रति संग्रहण हेतु भुगतान की कार्यवाही नही किये जाने के फलस्वरुप लिये गये निर्णय दिनांक 28.10.2015 के अनुक्रम मे लोक निर्माण विभाग के अतर्गत निविदाओं मे आई.सी.आई.सी.आई बैंक द्वारा जारी लिखित (Instrument) को भविष्य मे मान्य नही किया जावे।

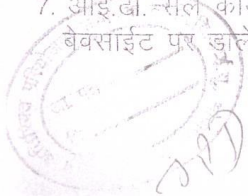
मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार

(चन्द्रप्रकाश अग्रवाल)
सचिव

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

पु. क्रमांक /एफ 17-1/19/बी/2010/250, भोपाल दिनांक 03.2016
प्रतिलिपि:-

1. प्रमुख अभियंता लोक निर्माण विभाग निर्माण भवन भोपाल।
2. परियोजना संचालक लोक निर्माण विभाग पी0आई0यू0भोपाल।
3. मुख्य अभियंता म0प्र0 सडक विकास निगम भोपाल।
4. समस्त, मुख्य अभियंता, लोक निर्माण विभाग (.....)
5. समस्त अतिरिक्त परियोजना संचालक लोक निर्माण विभाग पी.आई.यू. (.....)
6. प्रबंध संचालक, कार्यालय, आई सी.आई.सी.आई बैंक लिमिटेड, यादव पटेल लेन, चन्द्रकांत धुरु वाडी दादर वेस्ट मुम्बई महाराष्ट्र 400028
7. आई.डी. सी. कार्यालय प्रमुख अभियंता लोक निर्माण विभाग भोपाल आदेश को वेबसाईट पर डाले जाने हेतु प्रेषित है।



Handwritten signatures and dates: 17/1/19, 2016, 9/3, 9/3

Handwritten signature: Anand
सचिव 8/3/16
मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

लोक निर्माण विभाग
मंत्रालय

नोपाल दिनांक /01/2016

आदेश

क्रमांक एफ-53/16/2012/19/यो राज्य शासन एतद् द्वारा म०प्र० शासन लोक निर्माण विभाग के आदेश क्रमांक एफ-53/16/2012/19/यो दिनांक 01.01.2014 से विभाग में लागू भूमीन विविदा प्रपत्र एपेन्डिक्टा 2.10 के एनेक्जर-बी में उल्लेखित शर्त अनुसार रूपये 100/- के नान जुडीशियल स्टाम्प पर शपथ पत्र प्रस्तुत करने के प्रावधान है, जिसमें आंशिक संशोधन करते हुये रूपये 50/- के नान जुडीशियल स्टाम्प पर शपथ पत्र प्रस्तुत करने के प्रावधान करता है।

सहपत्र- शून्य

म०प्र० के राज्यपाल के नाम से

राधा आदेशानुसार

(धनप्रकाश अग्रवाल)

सचिव

म०प्र० शासन लोक निर्माण विभाग
नोपाल दिनांक 26/01/2016

प० क्रमांक एफ-53/16/2012/19/यो-447
प्रतिलिपि-

1. अपर मुख्य सचिव, म०प्र० शासन पंचायत एवं ग्रामीण विकास विभाग, भोपाल।
2. अपर मुख्य सचिव, म०प्र० शासन वित्त विभाग।
3. अपर मुख्य सचिव, म०प्र० शासन जल संसाधन विभाग, भोपाल।
4. महालेखाकार, वार्डलियर/भोपाल (मध्यप्रदेश)।
5. उपाध्यक्ष एवं सदस्य, पुर्नवास नर्मदाघाटी विकास प्राधिकरण, भोपाल।
6. प्रमुख सचिव, म०प्र० शासन, नर्मदाघाटी विकास विभाग, भोपाल।
7. प्रमुख सचिव, म०प्र० शासन किसान कल्याण एवं कृषि विभाग, भोपाल।
8. प्रमुख सचिव, म०प्र० शासन, ऊर्जा विभाग, भोपाल।
9. प्रमुख सचिव, म०प्र० शासन, सामान्य प्रशासन विभाग, भोपाल।
10. सचिव, म०प्र० शासन आवास पर्यटन विभाग, भोपाल।
11. सचिव, म०प्र० शासन नगरीय प्रशासन एवं विकास विभाग, भोपाल।
12. सचिव, म०प्र० शासन, लोक स्वास्थ्य यांत्रिकी विभाग, भोपाल।
13. सचिव (समन्वय) मुख्य सचिव, कार्यालय, म०प्र० शासन, भोपाल।
14. आयुक्त जनसम्पर्क, मध्यप्रदेश भोपाल।
15. प्रबन्ध संचालक, म०प्र० राज्य सड़क विकास निगम, भोपाल।
16. मुख्य तकनीकी परीक्षक (सर्वकता) अरेरा हिल्स भोपाल।
17. प्रमुख अभियंता लोक निर्माण विभाग भोपाल।
18. परियोजना संचालक, लोक निर्माण विभाग पी०आई०यू० भोपाल।
19. मुख्य कार्यपालन अधिकारी, म०प्र० ग्रामीण सड़क विकास प्राधिकरण, भोपाल।
20. निज सचिव, ग्रामो मंत्रीजी लोक निर्माण विभाग, भोपाल।

सहपत्र- शून्य

म०प्र० शासन लोक निर्माण विभाग

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

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

(एक) यदि संविदा मूल्य पचास लाख रूपए तक है

पांच सौ रूपए

(दो) यदि संविदा मूल्य पचास लाख रूपए से अधिक है

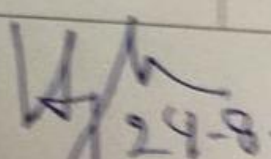
पांच लाख रूपए की अधिकतम सीमा के अध्यधीन रहते हुए संविदा मूल्य का 0.1 प्रतिशत”।

**OFFICE OF THE PROJECT DIRECTOR
MPPWD(PIU) NIRMAN BHAWAN, BHOPAL
SCHEDULE OF RATES FOR BUILDING WORKS (w.e.f. 01.08.2014)**

(Amendment No.25)
The following amendment is issued as under in Building SOR w.e.f. 1/8/2014 amended upto
and rate shall be applicable with effect from the date of issue of this order i.e. 24/08/2017

General notes

S. No.	PARA No	PARTICULARS	UNIT
	2		
	25	<p align="center">3</p> <p>भारत सरकार द्वारा सभी निर्माण कार्यों के ठेकों पर दिनांक 01.07.2017 से वस्तु एवं सेवाकर (GST) लागू करने एवं म.प्र. शासन, लोक निर्माण विभाग द्वारा दिनांक 05.08.2017 से भवन कार्यों के ठेकों में GST पृथक से देय होने संबंधी जारी आदेश के परिप्रेक्ष्य में लोक निर्माण विभाग में भवन के सिविल कार्यों के लिए दिनांक 01.08.2014 से लागू एस.ओ.आर. एवं दिनांक 24.08.2017 तक जारी एस.ओ.आर. के सभी अमेन्डमेन्ट समेत सभी चेप्टर के सभी आयटम की दरों को आज दिनांक 24.08.2017 से 10 (दस) प्रतिशत कम किया जाता है।</p> <p>सभी प्राक्कलनों में भारत शासन द्वारा भवन कार्यों के ठेके पर लागू GST दर अनुसार राशि एस.ओ.आर. पर आधारित राशि के योग के अंत में पृथक से जोड़ी जावे, लेकिन निविदा आमंत्रण की राशि (BOQ) में GST राशि नहीं जोड़ी जावे।</p>	4


 24-8-17
 Project Director
 PWD PIU Bhopal

**OFFICE OF THE PROJECT DIRECTOR
MPPWD(PIU) NIRMAN BHAWAN, BHOPAL
SEHEDULE OF RATES FOR ELECTRICAL WORKS (w.e.f. 01.08.2014)
(Addendum No.04)**

The following addendum is issued as under in Electrical SOR w.e.f. 1/8/2014 ammended upto date and rate shall be applicable with effect from the date of issue of this order i.e. 24/08/2017

email to per ppc

General notes

S. NO.	Pera NO.	PARTICULARS	UNIT	RA
1	2	3	4	
1	17	<p>भारत सरकार द्वारा सभी निर्माण कार्यों के ठेकों पर दिनांक 01:07.2017 से वस्तु एवं सेवाकर (GST) लागू करने एवं म.प्र. शासन, लोक निर्माण विभाग द्वारा दिनांक 05.08.2017 से भवन कार्यों के ठेकों में GST पृथक से देय होने संबंधी जारी आदेश के परिप्रेक्ष्य में लोक निर्माण विभाग में भवन के विद्युत कार्यों के लिए दिनांक 01.08.2014 से लागू एस.ओ.आर. व पूर्व में जारी एस.ओ. आर. के समस्त अमेन्डमेन्ड सहित समस्त चेप्टर के समस्त आयटम की दरों को आज दिनांक 24.08.2017 से 10% (दस) प्रतिशत कम किया जाता है।</p> <p>सभी प्राक्कलनों में भारत शासन द्वारा भवन कार्यों के ठेके पर लागू GST दर अनुसार राशि एस. ओ. आर. पर आधारित राशि के योग के अंत में पृथक से जोड़ी जावे, लेकिन निविदा आमंत्रण की राशि (BOQ) में GST राशी नहीं जोड़ी जावे।</p>		

24-8-17
Project Director
PWD PIU Bhopal

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक 1400 / 1246 / 2018 / 19 / यो

भोपाल, दिनांक 04/04/2018

प्रति,

प्रमुख अभियंता,
लोक निर्माण विभाग,
भोपाल

विषय: टेंडर डाक्यूमेंट में परफारमेंस गारंटी पीरियड एवं सिक्योरिटी डिपोजिट के सम्बन्ध में।
संदर्भ: आपकी टीप क्रमांक सर्कुलर/सामान्य/लो.नि.वि./2018/270 दिनांक 15.03.2018

राज्य शासन एतद् द्वारा बिड डाक्यूमेंट में बिड डाटा शीट एवं कान्ट्रैक्ट डाटा शीट में आपके प्रस्ताव एवं अनुशंसा के दृष्टिगत निम्नानुसार संशोधन करता है :-

Clause No.	Particulars	Existing Data	Amended Data
18	Defect Liability Period as below	<p>(A) For Road Works: (i) For New Road (Bituminous) Construction along with granular crust:- 5 Years. (ii) For New Road (Concrete) Construction - 5 Years; (iii) For Renewal with BT layer less than 30mm thick; - 3 Years. (iv) For Renewal with BT layer more than 30mm thick: 5 Years. (B) For Bridge Works - 5 Years to execute, complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issue of physical completion certificate as per "Annexure-U" Note : In accordance with clause 18.3 (GCC), the Engineer in Charge shall intimate the contractor about the cost assessed, for making good the defects, and if the contractor has not corrected defects, action for correction of defects shall be taken by the Engineer in Charge as below: (a) deploy departmental labour and material or (b) engage a contractor by issuing a work order at contract rate/SOR rate or (c) sanction supplementary work in a existing agreement to a contractor for zonal works or other similar work or (d) invite open tender or (e) combination of above (Amended vide Govt. Memo No. F-</p>	<p>(A) For Road Works : (i) For New Road (Bituminous) Construction along with granular crust (including strengthening) - 5 Years. (ii) For New Road (Concrete) Construction (including strengthening) - 5 Years. (iii) For Renewal with BT layer equal to or less than 30mm thickness - 3 Years. (iv) For Renewal with BT layer more than 30mm thickness: 5 Years. (B) For Bridge Works - 3 Years to execute, complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issuance of physical completion certificate as per "Annexure-U" (C) For Building Works - 3 Years (D) For Road Maintenance - 1 Year (The work of strengthening and renewal shall not be treated as road maintenance work) (E) For Building Maintenance Works - 1 Year (Except for water proofing works and the works in which specific guarantee period is mentioned). Note: In accordance with Clause 18 the defects observed in the works during the Defect Liability Period shall be intimated by the Engineer-</p>

Signature
5/4/18

05-Apr-2018/PWD/2018/Order 1

Clause No.	Particulars	Existing Data	Amended Data
		53/2/2011/19/Yo/2959 dt. 28-05-2015 & 03-05-2016)	<p>in-Charge to the contractor and the contractor shall rectify the defects promptly. In case the defects are not removed in reasonable time, the same can be got done by the Engineer-in-Charge by way of –</p> <p>(a) deploying departmental labour and material or</p> <p>(b) engaging a contractor by issuing a work order at contract rate/SOR rate</p> <p>or</p> <p>(c) sanctioning supplementary work in a existing agreement to a contractor for zonal works or other similar work</p> <p>or</p> <p>(d) inviting open tender</p> <p>or</p> <p>(e) combination of above</p> <p>The Engineer-in-Charge shall assess the cost of such rectification which shall be recoverable from the contractor from his Performance Security or any amount due or that may become due to him and from other available securities. If this amount is not sufficient to meet the expenses incurred on rectification, the balance amount may be recovered as Land Revenue Arrears as per MPLRC.</p>
29	Performance Guarantee (Security) shall be valid up to	Performance Guarantee (Security) should be valid up to three months beyond the completion of Defect Liability Period (Maintenance Guarantee Period) and Additional Performance Guarantee if any should be valid up to stipulated time of completion plus 03 months.	<p>The upfront Bank Guarantee against Performance Security shall be taken for a period as mentioned below –</p> <p>(a) Works having Performance Guarantee of 5 Years- Construction Period + 3 Years + 3 Months.</p> <p>(b) Works having Performance Guarantee of 3 Years- Construction Period + 2 Years + 3 Months.</p> <p>(c) Works having Performance Guarantee of 1 Year- Construction Period + 1 Year + 3 Months.</p> <p>It is clarified that in case the construction period of the work is extended beyond the stipulated completion period, the Bank Guarantee against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.</p>
30.1	Security Deposit to be deducted from each running bill	At the rate of 5% of gross amount of running bill.	At the rate of 5% of gross amount of running bill.

Amend
5/11/18

05-Apr-2018/PWD/2018/Order 2

Clause No.	Particulars	Existing Data	Amended Data
30.2	Maximum limit of deduction of Security Deposit	Upto 5% of the Final Contract Amount.	Upto 5% of the Final Contract Amount.
30.3	Refund of Security Deposit		The total Security Deposit deducted from the running bills shall be refunded (equivalent BG released) only after the completion of the Performance Guarantee Period/Extended Performance Guarantee period, if any.
22	Performance Security valid up to	Valid contract period (stipulated period of completion + DLP) + 3 months.	As provided in the Contract Data.

सहपत्र:- शून्य

म०प्र० के राज्यपाल के नाम से
तथा आदेशानुसार

(चन्द्रप्रकाश अग्रवाल)
सचिव

म०प्र० शासन, लोक निर्माण विभाग

भोपाल, दिनांक ०६/०५/२०१८

पृ.क्रमांक (५०) / 1246 / 2018 / 19 / यो
प्रतिलिपि:-

- 1- प्रबन्ध संचालक, म.प्र. रोड डेव्हलपमेंट कारपो. लि., भोपाल।
- 2- परियोजना संचालक, लोक निर्माण विभाग, पी.आई.यू. भोपाल।
- 3- समस्त मुख्य अभियंता, लोक निर्माण विभाग, म.प्र.।
- 4- समस्त अतिरिक्त परियोजना संचालक, लोक निर्माण विभाग, पी.आई.यू. म.प्र.।
- 5- समस्त अधीक्षण यंत्री, लोक निर्माण विभाग, मध्यप्रदेश।
- 6- समस्त संयुक्त संचालक, लोक निर्माण विभाग, पी.आई.यू. म.प्र.।
- 7- समस्त कार्यपालन यंत्री, लोक निर्माण विभाग, मध्यप्रदेश।
- 8- समस्त संभागीय परियोजना यंत्री, लोक निर्माण विभाग, पी.आई.यू. म.प्र.।
- 9- निज सचिव, माननीय मंत्री जी, लोक निर्माण विभाग, भोपाल।

सहपत्र:- शून्य

सचिव

म०प्र० शासन, लोक निर्माण विभाग

कार्यालय परियोजना संचालक

लोक निर्माण विभाग, परियोजना क्रियान्वयन इकाई
प्लॉट नं. 27-28, निर्माण भवन, अरेरा हिल्स, भोपाल

website: www.mp.gov.in/pwdmp

email: -pdpiubho@mp.gov.in

Phone- 0755-2551341

क्र.एफ 6-11/2015/निविदा/विशेष शर्त/सा./पीडी/1897

भोपाल, दिनांक 29/09/2017

समस्त संभागीय परियोजना यंत्री,
लोक निर्माण विभाग,
परियोजना क्रियान्वयन इकाई, मध्यप्रदेश।

विषय — भवन कार्यों की निविदाओं के प्री-क्वालिफिकेशन में निजी कार्य अनुभव की अनुमति।

उपरोक्त विषयांतर्गत म.प्र. शासन, लोक निर्माण विभाग के पत्र क्रमांक 5037/2007/19/यो., भोपाल, दिनांक 27/09/2017 से जारी शासनादेश की प्रति सत्वग्न कर निर्देशित किया जाता है कि दिनांक 01/10/2017 के उपरान्त आमंत्रित की जाने वाली सभी निविदाओं में शासन की मंशा के अनुरूप विशेष शर्तों का समावेश कर ही निविदाएं बुलाई जायें।

यह स्पष्ट किया जाता है कि यह विशेष शर्तें सिर्फ उन्हीं कार्यों पर लागू होंगी, जिनमें प्री-क्वालिफिकेशन की शर्तें लागू होती हैं।

सहपत्र — उपरोक्तानुसार।

(विजय सिंह वर्मा)

परियोजना संचालक

लोनिवि, परियोजना क्रियान्वयन इकाई, भोपाल

क्र.एफ 6-11/2015/निविदा/विशेष शर्त/सा./पीडी/1897 भोपाल, दिनांक 29/09/2017
प्रतिलिपि — 1. प्रमुख सचिव, मध्यप्रदेश शासन, लोक निर्माण विभाग, मंत्रालय, भोपाल

2. प्रमुख अभियंता, लोक निर्माण विभाग, निर्माण भवन, प्रथम तल भोपाल

3. समस्त अतिरिक्त परियोजना संचालक, लोनिवि, पीआईयू, मध्यप्रदेश व
ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

परियोजना संचालक

लोनिवि, परियोजना क्रियान्वयन इकाई, भोपाल

मध्यप्रदेश शासन
लोक निर्माण विभाग
मन्त्रालय

क्र० ८०३७ / 2007 / 19 / यो
प्रति

भोपाल, दिनांक 27/9 / 2017

1. प्रमुख अभियन्ता,
लोक निर्माण विभाग,
भोपाल।
- ✓ 2. परियोजना संचालक,
लोक निर्माण विभाग,
परियोजना क्रियान्वयन इकाई,
भोपाल।

विषय:- भवन कार्यों की निविदाओं के प्री-क्वालिफिकेशन में निजी कार्य अनुभव की अनुमति।

सन्दर्भ:-परियोजना संचालक, लोक निर्माण विभाग, पी0आई0यू0 की टीप क्र० 482 / एकल नस्ती / सा / पी0डी0 दिनांक 06.05.2016

म0प्र0 शासन, लोक निर्माण विभाग के पत्र क्र० 7666 / 2464 / 2015 / 19 / यो दिनांक 10.12.2015 से भवन कार्यों हेतु विशेष शर्त अनुमोदित की गई है। राज्य सरकार एतद् द्वारा भवन कार्य के लिए निर्धारित प्री-क्वालिफिकेशन की शर्तों में निविदाकार के निजी क्षेत्र में सम्पन्न किए गए कार्य के अनुभव को भी सम्मिलित किए जाने हेतु नवीन निविदा प्रपत्र के "अपेण्डिक्स-1 के अधीन प्रतिस्थापित फॉर्मट 1-1 के फुटनोट पर निम्नानुसार अतिरिक्त फुटनोट जोड़ता है:-

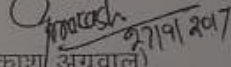
- (i) Following building work done (work done for which financial transaction has taken place) within or outside the country, in Indian rupees or equivalent shall also be considered for pre-qualification.
 - 1) Building work done in any non government organisation (private sector) within or outside India.
 - 2) Building work done in subletting contract with a private sector investor as per provisions in the agreement between a government agency and a private sector investor.
 - 3) Building work done by an EPC contractor employed by a BOT concessionaire as per provision in the agreement between a government agency and a concessionaire.
 - 4) Building work done in private sector of special category such as lift, modular O.T., medical gas pipe line, P.A. System, HAVC, light and sound in auditorium or meeting hall, ETP, STP, trussless roof, fire fighting, space frame structure for roof, pre-engineered buildings such as prefab structures or pre-cast building structures.

SLP 2017

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

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

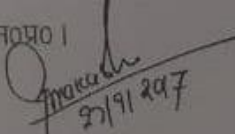
उपरोक्तानुसार उल्लेखित अतिरिक्त शर्त को दिनांक 01.10.2017 एवं इसके उपरान्त आमंत्रित की जाने वाली निविदाओं के लिए लागू किया जाता है।

मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार

(चन्द्रप्रकाश अग्रवाल)
सचिव
म0प्र0 शासन, लोक निर्माण विभाग
भोपाल

क्र० 5838/2007/19/यो
प्रतिलिपि:-

भोपाल, दिनांक 27/9/2017

1. विशेष सहायक, माननीय मंत्रीजी, लोक निर्माण विभाग, भोपाल।
2. प्रबंध संचालक, म0प्र0 रोड डेवलपमेंट कॉर्पोरेशन लिमिटेड, भोपाल।
3. समस्त मुख्य अभियन्ता, लोक निर्माण विभाग, मध्यप्रदेश।
4. समस्त अतिरिक्त परियोजना संचालक, लोक निर्माण विभाग, म0प्र0।


सचिव
म0प्र0 शासन, लोक निर्माण विभाग
भोपाल

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक-एफ-53/02/2011/यो/19/524

भोपाल, दिनांक 14/02/2022

//आदेश//

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

- 3.1 निविदा में 10 प्रतिशत कम दर प्राप्त होने पर कोई अतिरिक्त परफॉरमेंस गारंटी की राशि नहीं लिया जाना है।
- 3.2 निविदा में 10 से 20 प्रतिशत तक कम दर आने पर निविदा दर 10 प्रतिशत से बढ़कर जितने प्रतिशत कम होगी PAC राशि का उतना प्रतिशत अतिरिक्त परफॉरमेंस गारंटी की राशि निम्नानुसार होगी:-

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

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

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

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

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

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

A. Probable Amount of Contract X 1 x Rates 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. 8.00 लाख

अर्थात् कुल अतिरिक्त परफॉरमेंस गारंटी की राशि- (A+B)=

Rs. 18.00 लाख

/2/

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

(ए. आर. सिंह)

उप सचिव

म0प्र0 शासन, लोक निर्माण विभाग

भोपाल, दिनांक 14/02/2025

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

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

की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

(ए. आर. सिंह)

उप सचिव

म0प्र0 शासन, लोक निर्माण विभाग