



## **TENDER DOCUMENT**

**Issued by:**  
**Tribal Affairs Department**  
**Bhopal**  
**Madhya Pradesh**

**Website:**  
**<http://tribal.mp.gov.in>**  
**Email: [civil.ctd@mp.gov.in](mailto:civil.ctd@mp.gov.in)**

**Aadi Bhavan, Commissioner's Tribal Affairs Department,**  
**Plot Number 58,59 Arera Hills,**  
**Near Parayavas Bhawan, Bhopal-462011**

**GOVERNMENT OF MADHYA PRADESH**  
**TRIBAL AFFAIRS DEPARTMENT BHOPAL**

**Appendix 2.10**  
**Tender Document**

**For Percentage Rate only in Works Departments and other Departments similar to Works  
Departments (Effective from 01/01/2024)**

<b>Office of the</b>	Commissioner's Tribal Affairs Department, Bhopal (M.P)
<b>NIT Number and Date</b>	-
<b>Agreement Number and Date</b>	-
<b>Name of Work</b>	-
<b>Name of the Contractor</b>	-
<b>Probable Amount of Contract</b>	-
<b>(Rs. In Figure)</b>	-
<b>(Rs. In Words)</b>	-
<b>Contract Amount</b>	-
<b>(Rs. In Figure)</b>	-
<b>(Rs. In Words)</b>	-
<b>Stipulated Period of Completion</b>	18 months including Rainy season

**Appendix 2.10  
Tender Document**

**Table of Contents**

<b>Section No</b>	<b>Particulars</b>	<b>Page</b>
<b>Section1</b>	NIT	4
<b>Section2</b>	Instructions to Bidders (ITB)	7
	Bid Data Sheet	12
	Annexure -A to M	15-35
<b>Section3</b>	Table of Clauses	36
	Part - I General Conditions of Contract (GCC)	36
	Contract Data	52
	Part - II Special Conditions of Contract (SCC)	60
	Annexure - N to W	69-82
<b>Section4</b>	Bill of Quantities (BOQ)	85
<b>Section5</b>	Agreement Form	86

# OFFICE OF THE COMMISSIONER'S TRIBAL AFFAIRS DEPARTMENT

## SECTION 1

### Notice Inviting e-Tenders

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

S. No.	Work	District	Probable Amount of Contract	Completion Period (months)
1.	Proposed Construction of Girls' Ashram Building at Jadbijuri, Block Tamia, District Chhindwara	Chhindwara	Rs. 209.61 Lakhs	18 months including Rainy season

1. Interested bidders can view the NIT on website <https://mptenders.gov.in/>
2. The Bid Document can be purchased only online from **03/06/2026 10:00 A.M TO 29/06/2026 06:00 P.M**
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.
4. The Affidavit of Rs. 200/- in prescribed format as per **Annexure-B** duly notarized and other mandatory documents along with EMD shall be uploaded online along with the tender as instructed by the Government of Madhya Pradesh, Public Works Department, Vide **Order No. 205/पस/लोनिवि/20 Bhopal, Dated 03.11.2020**. If any bidder fails to upload the above mentioned online then their tender/offer shall stand disqualified.
5. The tender document can be purchased only online from the above website after making online payment using credit card or internet banking account. Detailed NIT and other details can be view on the above mentioned portal.
6. Building Works and electrification work - The current schedule of rates issued by the Project Director P.I.U. M.P. P.W.D. Bhopal in force from 01.01.2024 with up-to-date amendments issued up to date of N.I.T.
7. Road work the current schedule of rates issued by E-In-C MP P.W.D. Bhopal enforce from 11.04.2025 with up to amendments issued up to date issue of NIT.

**Superintending Engineer,  
Tribal Affairs Department,  
Bhopal, (M.P.)**

# OFFICE OF THE COMMISSIONER'S TRIBAL AFFAIRS DEPARTMENT

Telephone No.....

E-mail Address - civil.ctd@mp.gov.in

Letter No ...../CE/TAD /NIT/2025/

Bhopal Dated: DD/MM/YYYY

## NOTICE FOR INVITING TENDER

The Commissioner, Tribal Affairs Department, Bhopal, Madhya Pradesh invites Online percentage rate bids for the following works are invited from registered contractors and firms of repute fulfilling registration criteria:

S.no.	Name of Work	District	PAC	Earnest Money Deposit EMD (In Rupees)	Cost of Bid Document (In Rupees)	Period of Completion (in Months)
1.	Proposed Construction of Girls' Ashram Building at Jadbijuri, Block Tamia, District Chhindwara	Chhindwara	Rs. 209.61 Lakhs	Rs.2,09,610/-	Rs. 15000/-	18 months including Rainy season

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of bid document & portal fees through Credit/Debit/Cash Card/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
  - i) Centralized PWD Registration number
  - ii) Receipt of Payment EMD & the cost of Bid Document;
  - iii) An affidavit duly notarized as per Annexure-B.
  - iv) Copy of pan card self-attested.
  - v) Copy of last Five financial year's self-attested audited balance sheet.
  - vi) Last five financial year's Income tax return
  - vii) Copy of organizational details as per annexure H self-attested.
  - viii) Copy of GST registration & last year's challan slip self-attested.
  - ix) Copy of Labour License or undertaking self-attested.
  - x) Bank Solvency Certificate of any scheduled bank (As per MP Works Manual)

**Note: Details can be seen in the Bid Data Sheet**

**ELIGIBILITY FOR BIDDERS:**

(a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, Public Works Department in appropriate class.

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

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

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

**6.** The Bid Document can be purchased only online from 03/06/2026 10:00 A.M TO 29/06/2026 06:00 P.M Other key dates may be seen in bid data sheet.

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

**SUPERINTENDING ENGINEER,  
TRIBAL AFFAIRS DEPARTMENT,  
BHOPAL (M.P)**

## **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.<sup>1</sup>

2. Instructions to Bidders, Bid Data Sheet with all Annexure

3. Conditions of Contract:

i. Part I General Conditions of Contract and the Contract Data with all Annexure; and

ii. Part II Special Conditions of Contract.

4. Specifications

5. Drawings

6. Priced Bill of Quantities

7. Technical and Financial Bid

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

### **C. Preparation of Bid**

11. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.
12. **DOCUMENTS COMPRISING THE BID**
- The bid submitted online by the bidder shall be in the following parts:
- Part 1** – This shall be known as Online **Envelope A** and would apply for all bids. Online **Envelop A** shall contain the following as per details given in the Bid Data Sheet:
- i) Centralized PWD Registration number
  - ii) Receipt of Payment EMD & the cost of Bid Document;
  - iii) An affidavit duly notarized as per Annexure-B.
  - iv) Copy of pan card self-attested.
  - v) Copy of last Five financial year's self-attested audited balance sheet.
  - vi) Last five financial year's Income tax return
  - vii) Copy of organizational details as per annexure H self-attested.

- viii) Copy of GST registration & last year's challan slip self-attested.
- ix) Copy of Labour License or undertaking self-attested.
- x) Bank Solvency Certificate of any scheduled bank (As per MP Works Manual)

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

**Part 3** – This shall be known as Online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the prescribed format enclosed with the Bid Data Sheet.

### 13. Language

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

### 14. TECHNICAL PROPOSAL

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

**14.2** All the documents/ information enclosed with the Technical Proposal should be self-attested and certified by the bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information is 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 bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

### 16. PERIOD OF VALIDITY OF BIDS

**16.1** 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.

**16.2** If department believe that contractor has not given the enough or sufficient progress in allotted work then department will be free to complete that work through one or more other contractors and any claims of the contractor in this regard will not be considered.

### 17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2 EMD should be paid online through e-procurement portal.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

#### **D. Submission of Bid**

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

#### **E. Opening and Evaluation of Bid<sup>2</sup>**

### **19. PROCEDURES**

- 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.

### Bid Data Sheet

#### GENERAL

GENERAL

SR. No.	PARTICULARS	DATA						
1	Office inviting tender	Office of Commissioner, Tribal Affairs Department, Government of Madhya Pradesh, Aadi bhawan, Arera Hills, Bhopal-462004. Email Id – <b><u>ctd.tribal@mp.gov.in</u></b>						
2	NIT No	.....						
3	Date of NIT	..... .....						
4	Bid document download available from date & time	<table><tr><td>Date</td><td>To</td></tr><tr><td>03/06/2026</td><td>29/06/2026</td></tr><tr><td>10.00 AM</td><td>6:00 PM</td></tr></table>	Date	To	03/06/2026	29/06/2026	10.00 AM	6:00 PM
Date	To							
03/06/2026	29/06/2026							
10.00 AM	6:00 PM							
5	Website link	<a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a>						

#### SECTION 1 – NIT

CLAUSE REFERENCE	PARTICULARS	DATA
2	Portal fees	As notified in E-Tendering Website
3	Cost of bid document	Rs. 15000/- (Fifteen Thousand only)
	Cost of bid document Payable at	Online Payment Mode
	Cost of bid document In favor of	COMMISSIONER'S, TRIBAL AFFAIRS DEPARTMENT, BHOPAL (M.P)
4	Affidavit format	Annexure B
5	Pre-qualifications required	<p>Yes/NO</p> <p>In case of Building works costing more than Rs. ONE Cr.) vide Govt. order 7666/2464/ 2015/19/P Bhopal Dated 10/12/2015</p> <p>In case of Road and Bridge works costing more than Rs. TWO Cr. vide Govt. order 2582479/2025/19/यो-813 Bhopal Dated 25/03/2025</p>
	If Yes, details	Annexure C (Evaluation of Committee in the o/o Commissioner's Tribal Affairs Department, Bhopal (M.P) who will intimate reasons to disqualified bidders).
6	Special Eligibility	<b>YES /NO</b>
	If yes, details	Annexure D
7	Key dates	Annexure A

#### SECTION 2 – ITB

1	Name of 'work'	Proposed Construction of Girls' Ashram Building at Jadbijuri, Block Tamia, District Chhindwara
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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 ROAD SOR 11.04.2025 b) In case of Building works: specification for building works by cpwd c) Specification applicable in M.P. Stipulation by SOR (Civil & Electrical) in force 01-01-2024 amendment issue of the date of NIT.
3	Procedure for participation in e-tendering	Annexure – F
4	Whether Joint Venture is allowed (NOT APPLICABLE)	NO
	If yes, requirement for Joint Venture	Annexure – G
12	<b>Envelope-A</b> containing: i. Centralized PWD Registration number ii. Receipt of Payment EMD & the cost of Bid Document; iii. An affidavit duly notarized as per Annexure-B. iv. Copy of pan card self-attested. v. Copy of last Five financial year’s self-attested audited balance sheet. vi. Last five financial year’s Income tax return vii. Copy of organizational details as per annexure H self-attested. viii. Copy of GST registration & last year’s challan slip self-attested. ix. Copy of Labour License or undertaking self-attested. x. Bank Solvency Certificate of any scheduled bank (As per MP Works Manual)	To be submitted on MP tenders portal only.
14	<b>Envelope-B</b> Technical Proposal	As per <b>Annexure – “I”</b> from (Format I-1 to I-5) Online
15	<b>Envelope-C</b> Financial Bid	As per <b>Annexure – “J”</b>
	Materials to be issued by the department	As per <b>Annexure – “K”</b>
16	Period of Validity of Bid	120 Days
17	Earnest Money Deposit	Rs.2,09,610/-

	Forms of Earnest Money <b>Deposit</b>	ONLINE
	EMD valid for a period of	Six months or more
	FDR must be drawn in favour of	<b>COMMISSIONER'S, TRIBAL AFFAIRS DEPARTMENT, BHOPAL (M.P)</b>
21	Letter of Acceptance (LoA)	As per <b>Annexure-“L”</b>
22	Amount of Performance Security	5% of contract amount for building works.
	Additional Performance Security, if any	<p><b>3.1</b> No Additional Performance Guarantee up to tender rates 10% below SOR</p> <p><b>3.2</b> Tender rates between 10% below to 20% below SOR Equal to amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and ten percent (below/minus), considering bid rates less than ten percent below PAC, to be unworkable and shall require additional performance security (guarantee). Probable amount of contract PAC X Rate below SOR beyond 10%</p> <p><b>3.3</b> When Tender rates 20% below SOR Performance guarantee calculate as below Additional Performance Guarantee in FDR = (A+B) where (A) Probable amount of contract X 1 X rates below SOR beyond 20% (B) Probable amount of contract X rates below SOR beyond 20% <b>(Govt. of M.P., PWD Order No. F-53/02/2011/Yo/524 dated 14.02.2025)</b></p>
	Performance security in the format	As per <b>Annexure –“M”</b>
	Performance security in favour of	<b>COMMISSIONER'S, TRIBAL AFFAIRS DEPARTMENT, BHOPAL (M.P)</b>
	Performance security valid up to <sup>3</sup>	As provided in the Contract data.
22.2	Additional Performance Security as per clause-22.2 of ITB Valid up to	Till stipulated time of completion plus three months

## Key Dates

S. No	Works Department Stage	Start		Expiry	
		Date	Time	Date	Time
1	Publishing Date	03/06/2026	10:00 AM	-	-
2	Document Download /Sale Start date	03/06/2026	10:00 AM	-	-
3	Pre Bid Meeting Date	NA	-	-	-
4	Bid Submission Date	05/06/2026	6:00 PM	29/06/2026	6:00 PM
5	Bid Opening Date( Technical )	30/06/2026	6:00 PM		-
6	Bid Opening Date( Financial )	-	-	-	-

**SUPERINTENDING ENGINEER,  
TRIBAL AFFAIRS DEPARTMENT,  
BHOPAL (M.P)**

**|| AFFIDAVIT ||<sup>4</sup>**

**(To be Contained in Envelope A)**

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

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.
  - d. Contractor has not been black listed from any government department or agency.
3. No close relative of the undersigned and our firm/company is working in the department.

**OR**

Following close relatives are working in the department:

Name \_\_\_\_\_ Post \_\_\_\_\_ Present Posting \_\_\_\_\_

**Signature with Seal of the Deponent (bidder)**

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

Verified today \_\_\_\_\_ (dated) at \_\_\_\_\_ (place).

**Signature with Seal of the Deponent (bidder)**

**Note:** ~~Affidavit duly notarized in original shall reach at least one calendar day before opening of the bid.~~

## PRE-QUALIFICATIONS CRITERIA

**The bidder should have:**

### **A. Financial**

- i. Experience of having successfully executed: (Similar Work means Building Work)
  - a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or
  - b) two similar works, each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or
  - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 3 financial years;
- ii. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years.
- iii. Executed similar items of work in any one financial year during the last 5 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.
- iv. **Bid Capacity** – Bidder shall be allotted work up to his available Bid Capacity, which shall be worked out as given in format I-2 of Annexure I.

### **B. Physical**

Physical qualifications for the work shall be as below

Sno	Particulars	Quantity	Period
1	Physical qualification required	NA	
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.

**SPECIAL ELIGIBILITY CRITERIA**  
**(NOT APPLICABLE)**

## **Specifications**

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- 1. CPWD Specifications as applicable in MP.**
- 2. National Building Code.**
- 3. Madhya Pradesh Public Works Department, Specifications**

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/>. Bidder need to registered on <https://mptenders.gov.in/> Registered on this portal and get user id and password for tender submission, For more details may contact: NIC Office Bhopal (M.P.).

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4200 462 0120-4001 005 0120-6277

### **2. Digital Certificate:**

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

#### **Note:**

- i. It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not obtain another Digital Certificate for the same.

The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from [cca.gov.in](http://cca.gov.in)

- ii. Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission.<sup>5</sup>

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://www.mpeproc.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.<sup>6</sup>

**5. Preparation and Submission of Bids**

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

**6. Purchase of Bid Document**

For purchasing of the bid document bidders have to pay Service Charge online ONLY which is Rs. [as per Bid Date Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to 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.)<sup>7</sup> (NOT APPLICABLE)**

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

1. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
  - a. one of the partners shall be nominated as being **Lead Partner**, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
  - b. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
  - c. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
  - d. all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
  - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
  - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners; and
  - g. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of a Joint Venture shall be in the name of the partner **Lead Partner**/joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.
6. Furnish details of participation proposed in the joint venture as below:

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

**For the purpose of 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 partners must also meet 51% and 26% of the all qualifications criteria respectively except for the requirement of work experience described in Annexure-1 (A). 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/ ammendment is hereby done in requirement contained in Annexure 1(A) for JV.**
    - i. **Out of 3 similar works of value more than 20% of PAC atleast 2 works must be done by lead partner and 1 work to be done by other partner.**
    - 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.**

**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.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	<b>Details of Authorized Representative</b>	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	

Note: In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to be enclosed.<sup>8</sup>

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

## Envelope – B, Technical Proposal

**Technical Proposal shall comprise the following documents:**

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

**Note:**

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

## FINANCIAL & PHYSICAL EXPERIENCE DETAILS

### A. Financial Requirement:

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

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or
- b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or
- c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 5 financial years;

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

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

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

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

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

- a) Certificate duly signed by the Employer shall also be enclosed for each completed work (For similar works). For works in hand the self declaration of the bidder is sufficient.
- b) Similar works for building contracts means building works. Merely open platform (Caps etc.) or boundary wall shall not be treated as similar work for building works. Experience of Civil Engineering infrastructure works shall also be considered for pre-qualification purpose, only after 3rd Call of tenders for Building Works.
- c) ~~In case of work with PAC more than Rs. 100 Crores the word "Completed" shall be read as "Executed", which means payment received in the contract.~~
- d) In case of works for which a Special Eligibility Criteria has been provided in the document, the same is required to be necessarily fulfilled by the bidder in addition to the pre-qualification criteria.

**B. Physical Qualification, if prescribed any:**

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

**TABLE-3**

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

**Note (for Table 3) :**

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

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

- 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. of 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. 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 prequalification.
  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, Truss less 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. g. Cut of date of counting last 5 years shall be the date of issue of NIT.

### ANNUAL TURN OVER

**Requirement:**

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

**TABLE-4 To be filled in by the contractor:**

<b>TABLE-4 (Similar works - ANNUAL TURN OVER)</b>				
<b>Preceding Financial year</b>	<b>Financial year</b>	<b>Payments received for contracts in progress or completed</b>	<b>Enclosure Number</b>	<b>Total Pages</b>
	2020-21			
	2021-22			
	2022-23			
	2023-24			
	2024-25			

Total Turnover of 5 years =

Average Annual Turnover=

Maximum Annual Turnover "(A)" =

Note:

- a. Annual Turnover of construction works should be certified by the Chartered Accountant.
- b. Audited balance sheet including all related notes, and income statements for the above financial year to be enclosed.
- c. Above Table is also to be used for arriving at value of Maximum Annual Turnover "A".
- d. Value of "A" to be used in Bid Capacity Formula.
- e. 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

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 all Civil Engineering works executed in anyone financial year during the last five years (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 =** No. 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 then 6 months and up to one year as one year) any period beyond 12 months, the period actually mentioned in NIT shall be considered. Period of completion given in months 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).

**List of Technical Personnel for the Key Positions in Building Works of PIU**

Probable Amount of Contract in Rs. Crores	Key Position	Minimum Requirement					Available with the Bidder				
		Minimum Number	Qualification	Age	Similar Work Experience	Status	Name of Personnel	Qualification	Age	Similar Work Experience	Status
Upto 2 Cr.	Technologist	1	Diploma Civil	21	2 Years	Full Time					
2 Cr. to 10 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	As & When Required					
10 Cr. to 50 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time	<b>Not applicable</b>				
	Technologist	1	Diploma Civil	24	5 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	As & When Required					
For each additional 50 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time					
	Engineer	1	B.E. (E&M)	23	2 Years	Full Time					
	Technologist	2	Diploma Civil	21	2 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	Full Time					

## List of Key Equipments/ Machines for Quality Control Labs for Building Works in PIU (P.W.D) 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 1gm. iii. Pan Balance - 5 kg. Capacity, Accuracy 10gm.	1 Set	
2.	Ovens- Electrically operated thermostatically controlled up to 110°C. Sensitivity 1°C.	1 Set	
3.	Sieves : As per IS 460- 1962 i. IS Sieves- 450 mm internal dia of sizes 100mm , 80 mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan. ii. IS Sieves- 200 mm internal dia (brass frame) consisting of 2.36mm, 118mm, 600microns, 425 microns, 300microns, 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 25mm travel- 0.01 mm/ division least count -2Nos.	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. 300mmx250mmx40mm-2Nos. ii. Circular plates of 250 mm dia - 4 Nos.	1 Set	

**Note :**

- For work costing (PAC) above 10 Cr. Additional sets shall be made available as per requirement.**
- Aforesaid 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.**

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

Probable Amount of Contract (PAC)	Minimum requirement			Available with the bidder	Remarks (Evaluation Results)
	S. No.	Name of Equipment/ Machinery	Quantity		
<b>Up to 2.00 Cr.</b>	1	Concrete Mechanical Mixer With Hopper (1cum capacity minimum.)	1 No.		
	2	Plate Vibrator	2 Nos.		
	3	Diesel/Electric pin Vibrator	2Nos.		
	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	110M <sup>2</sup>		
	7	Auto label instrument	1 Nos.		
<b>Up to 2.00 Cr. to 10.00 Crs.</b>	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	3Nos.		
	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	1100M <sup>2</sup>		
	8	Auto label instrument	1 No.		
<b>Up to 10.00 Cr. to 50 Cr.</b>	1	Concrete Mechanical Mixer With Hopper	3Nos.	<b>Not Applicable</b>	
	2	Concrete weight batcher minimum 30 cubic Meter Capacity {as an when required}	2Nos.		
	3	Plate Vibrator	4Nos.		
	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	3Nos.		
	7	MM centering plates/centering pipes	1500M <sup>2</sup>		
	8	Auto label instrument	1 No.		

**Note :-** For work costing above Rs. 50.00 Cr. Additional equipments/Machines shall be deployed as requirement.

**FINANCIAL BID**

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

**This section shall be completed by the bidder exclusively in the prescribed Bill of Quantities (BOQ) format. (Online only)**

**NAME OF WORK: PROPOSED CONSTRUCTION OF GIRLS' ASHRAM BUILDING AT JADBIJURI, BLOCK TAMIA, DISTRICT CHHINDWARA**

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

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

**Note:**

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

**Signature of Bidder**

**Name of Bidder**

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

**Signature of Officer by whom accepted**

\_\_\_\_\_

(See clause 15 of Section 2 -ITB)

### MATERIALS TO BE ISSUED BY THE DEPARTMENT<sup>10</sup>

[illegible]

## LETTER OF ACCEPTANCE (LOA)

No. \_\_\_\_\_

Dated: \_\_\_\_\_

To,

M/s. \_\_\_\_\_

(Name and address of the contractor)

Subject: \_\_\_\_\_

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

Dear Sir (s),

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

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

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

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

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

**Superintending Engineer,  
Tribal Affairs Department,  
Bhopal**

## PERFORMANCE SECURITY

To

\_\_\_\_\_ [name of Employer]  
\_\_\_\_\_  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall  
furnish you with performance security in the form of Fixed deposit receipt (FDR) by a recognized  
bank for the sum specified therein as security for compliance with his obligation in accordance with  
the Contract;

AND WHEREAS we have agreed to give the Contractor such a Performance Security:

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

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

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

This guarantee shall be valid until 3 (three) months from the date of expiry of the  
Defect Liability Period.

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

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

Address \_\_\_\_\_

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

Date \_\_\_\_\_

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

**NOTE:**

**PERFORMANCE GUARANTEE AND ADDITIONAL PERFORMANCE GUARANTEE WILL BE  
SUBMITTED IN THE FORM OF FDR (FIX DEPOSIT RECIEPT) ONLY .**

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

**Table of Clauses of GCC**

Clause No	Particulars	Clause No	Particulars
	<b>A. General</b>	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>B. Time Control</b>	34	Payments Certificates
13	Programme		<b>E. Finishing the Contract</b>
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	Final Account
16	Contractor's quoted percentage		<b>F. Other Conditions of Contract</b>
	<b>C. Quality Control</b>	37	Currencies
17	Tests	38	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labour Regulations
	<b>D. Cost Control</b>	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. **Collector:** means District collector.
- 1.3. **Divisional Commissioner:** means Commissioner of division.
- 1.4. **Commissioner, Tribal Affairs Department:** means commissioner Tribal Affairs Department Madhya Pradesh, Bhopal
- 1.5. **(a) Assistant Commissioner:** means District /Office Head of Tribal Affairs Department who work behalf District Collector.  
**(b) District Organiser** means District or Office Head of Tribal Affairs Department who work behalf District Collector.
- 1.6. **Superintending Engineer:** Means Superintending Engineer of Tribal Affairs Department
- 1.7. **Assistant Engineer:** means Assistant Engineer, Tribal Affairs Department
- 1.8. **Sub Engineer:** means Sub Engineer, Tribal Affairs Department
- 1.9. **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.10. **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.
- 1.11. **Contract Data:** means the documents and other information which comprise of the Contract.
- 1.12. **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.13. **Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer. means the amount of contract worked out on the basis of accepted bid.
- 1.14. **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.
- 1.15. **Day:** means the calendar day.
- 1.16. **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.17. **Department:** means Department of the State Government viz. Water Resources Department, Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organization which adopts this document.
- 1.18. **Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.19. **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.
- 1.20. **Engineer:** means the person named in the **Contract Data**.
- 1.21. **Engineer in charge:** means the person named in the **Contract Data**.
- 1.22. **Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.23. **Government:** means Government of Madhya Pradesh.
- 1.24. **In Writing:** means communicated in written form and delivered against receipt.
- 1.25. **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.<sup>11</sup>

- 1.26. **Superintending Engineer:** means Superintending Engineer of the Work Department concerned.
- 1.27. **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**.
- 1.28. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.29. **Start Date:** means the date of signing of agreement for the work.
- 1.30. **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.
- 1.31. **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.32. **Tender/Bid, Tenderer/Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.33. **Variation:** means any change in the work which is instructed or approved as variation under this contract.
- 1.34. **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.<sup>12</sup>

## **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 (NOT APPLICABLE)**

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 Govt. of MP.

#### **6. Personnel**

- 6.1** The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure I-3 of Bid Data Sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.<sup>13</sup>

#### **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.<sup>14</sup>

## **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**

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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.<sup>15</sup>
- 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. <sup>16</sup>

**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).**

**14.4** Extension of time for completion of the works may be granted on justified grounds, subject to a written request by the Contractor and approval of the competent authority as specified in the Contract Data.

**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.<sup>17</sup>

**16. Contractor's quoted percentage**

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

**C. Quality Control**

**17. Tests**

**17.1** The Contractor shall be responsible for:

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

**17.2** The contractor shall have to establish field laboratory within the time specified and having such equipment's 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. <sup>18</sup>

**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. <sup>19</sup>
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

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

**22.1** If at any time after the commencement of the work, the Engineer-in-charge, for any reason whatsoever, not require the whole or any part of the work as specified in the bid

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

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

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

**23. No Interest Payable**

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

**24. Recovery from Contractors**

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

**(a)** Appropriating, in part or whole of the Performance Security and Additional Performance Security, if any; and/or Security Deposit and / or any sums payable under the contract to the contractor.

**(b)** If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.

**(c)** The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land Revenue Code.

**25. Tax**

**25.1** The rates quoted by the Contractor shall be deemed to be EXCLUSIVE of the GST but inclusive other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities.<sup>20</sup>

**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 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**.<sup>21</sup>
- 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 done less advance payment received up to the date of issue of the certificate, less other recoveries due in terms of the contract , less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data.  
**(As per Amended vide Govt. memo No.F-53/ 16/2012/19/Y/6842 dt. 2.11.15)**
- 28.2** Payment on termination under **clause 27.4** above -  
If the Contract is terminated under **clause 27.4** above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments

received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

### **29. Performance Security**

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

### **30. Security Deposit-**

- 30.1** Security Deposit shall be deducted from each running bill at the rate as specified in the **Contract Data**. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the **Contract Data**.
- 30.2** The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of Defect Liability Period/ extended Defect Liability Period.
- 30.3** The security Deposits shall be refunded on completion of defect liability period. The additional performance security shall be refunded on satisfactory completion of the work.<sup>22</sup>

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

### **31. Price Adjustment**

- 31.1** Contract price shall be adjusted for increase or decrease in rates and price of labor, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the **contract data**.
- (a) The price adjustment shall apply for the work done from the start date given in the contract data upto the end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
  - (b) The price adjustable shall be determined during each month from the formula given in the contract data.
  - (c) Following expression and meaning are assigned to the work done during each **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**.
- 31.2** To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

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

- 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** 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. <sup>23</sup>
- 31.5 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.

### **32. Mobilization and Construction Machinery Advance: ( NOT APPLICABLE)**

- 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 ASSISTANT COMMISSIONER/ASSISTANT 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 ASSISTANT 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 COMPETENT AUTHORITY 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 COMPETENT AUTHORITY.

#### **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.<sup>24</sup>

### **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.<sup>25</sup>

**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.<sup>26</sup>

**[End of GCC]**

## Contract Data

GCC Clause	Particulars	Data
1.14	Employer	Superintending Engineer, Tribal Affairs Department, Bhopal
1.16	Engineer in Charge	Executive Engineer, Tribal Affairs Department, Bhopal
1.15	Engineer	Assistant Engineer / Sub Engineer, Tribal Affairs Department, Bhopal
1.22	Stipulated period of completion	18 Months including Rainy Season
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	Superintending Engineer, Commissioner's Tribal Affairs Department, Aadi Bhavan, Bhopal (M.P) <a href="mailto:civil.ctd@mp.gov.in">civil.ctd@mp.gov.in</a>
5	Subcontracting permitted for the Contract Value	<b>NOT APPLICABLE</b>
6	Technical Personnel to be provided by the contractor – requirement, &	As per Annexure-I (Format I-3)
	Penalty, if required Technical Personnel not employed	<b>Rs. Thirty thousand</b> per month for each graduate engineer and <b>Rs. Eighteen thousand</b> 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	Superintending Engineer, Tribal Affairs Department, Aadi Bhavan, Bhopal (M.P) <a href="mailto:civil.ctd@mp.gov.in">civil.ctd@mp.gov.in</a>
	Appellate Authority for deciding dispute under Dispute Resolution System	Commissioner, Tribal Affairs Department, Government of Madhya Pradesh, Aadi bhawan, Arera Hills, Bhopal-462004. Email Id – ctd.tribal@mp.gov.in
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/-
15	Milestones laid down for the contract	Yes

## Contract Data

GCC Clause	Particulars	Data
	If Yes, details of Milestones	As per Annexure – O or As below, if not mentioned in Annexure – O: <b>Mile Stone 1 :</b> 1/8 <sup>th</sup> of the whole work before 1/4 <sup>th</sup> of the whole time allowed has elapsed, <b>Mile Stone 2 :</b> 3/8 <sup>th</sup> of the whole work before 1/2 <sup>nd</sup> of the whole time allowed has elapsed, <b>Mile Stone 3 :</b> 3/4 <sup>th</sup> of the whole work before 3/4 <sup>th</sup> of the whole time allowed has elapsed, <b>Mile Stone 4 :</b> Complete work with in the stipulated time.
	Liquidated damage	As per Annexure – P
17	List of equipment for lab	As per Annexure – Q
	Time to establish lab	30 days from date of signing of the Agreement
	Penalty for not establishing field Laboratory	1% of contract amount per month, Subject to a maximum of Rs. 50,000/- per month of delay
18	Defect Liability Period	(A) <b>FOR BUILDING WORK:- 3 YEARS</b> In case the contractor does not rectify the defects intimated by the Engineer-in-Charge during the Defect Liability Period , the Engineer-in-Charge may get the defect rectified in the following manners- a) by deploying deparmental labour and material; or b) by issuing a Work Order at SOR rate ; or c) by sanctioning Supplementary Work in an existing agreement ; or d). by inviting open tenders ; or e). a combination of above In case the cost of rectification is not recoverable from the Performance Security or from the amount due to the contractor, the recovery shall be paid as arears of land revenue as per M.P.L.R.C.

## Contract Data

GCC Clause	Particulars	Data
		<b>(Amended vide Govt. of M.P., PWD Memo No. 1400/1246/2018/19/Yo Bhopal, dated 6-4-2018)</b>
21	Competent Authority for determining the rate	<b>Superintending Engineer, Tribal Affairs Department, Bhopal (M.P)</b>
25	Taxes	The rates quoted by the contractor shall be exclusive of Goods and Service Tax (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.
27	Any other condition for breach of contract	Yes as below : 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
28	Payment upon termination	In case of termination of contract under Clause 27.3 of the contract a penalty shall be imposed on the contractor which shall include (a) Forfeiture of Security Deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed, representing the Employers additional cost for completing the works which shall be 20 percent and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher <b>(Amended vide Govt. of MP, PWD Memo No.F-53/ 16/2012/19/ये/6842 dated 02-11-2015)</b>
29	Performance guarantee (Security) valid up to	The upfront FDR against Performance Security shall be taken for a period as mentioned below – (a) Works having Performance Guarantee of 5 Years- Construction Period + 3 Years + 3 Months.  (b) Works having Performance Guarantee of 3 Years- Construction Period + 2 Years + 3 Months.  (c) Works having Performance Guarantee of 1 Years- Construction Period + 1 Years + 3 Months.

## Contract Data

GCC Clause	Particulars	Data
		It is clarified that in case the construction period of the work is extended beyond the stipulated completion period, the FDR against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above. <b>(Amended vide Govt. of MP, PWD Memo No. 1400/1246/2018/19/Yo Bhopal, dated. 06-04-2018)</b>
30	30.1 Security Deposit to be deducted from each running bill	At the rate of 5%. of Gross amount of running bill
	30.2 Maximum limit of deduction of Security Deposit	Up to 5% of 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 <b>(Amended vide Govt. of MP, PWD Memo No. 1400/1246/2018/19/Yo Bhopal, dated 06-04-2018)</b>
31	Clause 31.1 (1) Price Adjustment shall be applicable	<b>As per Annexure R and as below:</b> a) Price Adjustment shall be applicable only in case where the amount in NIT is more than <b>Rs. Ten Crores</b> . This clause shall not have any bearing with the Contract Amount.
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	NOT APPLICABLE
	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

## Contract Data

GCC Clause	Particulars	Data
	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	Superintending Engineer, Tribal Affairs Department, Bhopal
39	Salient features of some of the major labour laws that are applicable	As per Annexure-W
41	Competent Authority	Superintending Engineer, Tribal Affairs Department, Bhopal
29 & 30	Penalty	Penalty Shall include <ol style="list-style-type: none"> <li>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.</li> <li>Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher</li> </ol>
14	Competent Authority for granting Time Extension	<ol style="list-style-type: none"> <li>Up to 30 days–Executive Engineer</li> <li>More than 30 days – Superintendent Engineer, TAD, Bhopal (M.P.)</li> </ol>

### **Section-3 Part-II (a)**

#### **ADDITIONAL SPECIAL CONDITONS**

1. Contractor has to conduct 100% tests of materials in the site laboratory as per the prescribed frequency. However 20% of the tests shall be repeated and tested in NABL accredited laboratories or the Circle level / Central departmental laboratories.
2. Stamp Duty as applicable on the date of signing of the agreement shall be fully borne by the contractor.
3. The contractor shall use Fly Ash as per the notification issued by the Ministry of Environment & Forest, GoI, wherever mandated. In this connection the Circular No. 1196/1283/2019/19 Yo, Bhopal, dated 31.05.2019, issued by the Govt. of Madhya Pradesh, Public Works Department is attached herewith **Annexure-X** for compliance during the works.
4. Any contractor must ensure that any individual or employee presents a valid B-category or higher electrical license issued with the consent of the contractor by the Chief Electrical Advisor of the Government of Madhya Pradesh. Only such engineers or employees will work on the project. Additionally, the contractor must provide the electrical contractor's consent on a 200-Rupee stamp paper applicable to the project.

## Section- 3 Part-II (b)

### SPECIAL CONDITION FOR BUILDING WORKS

1. It is clarified that security deposit can only be refunded after end of P.G. period (Defect Liability Period), only when the Superintending Engineer has recommended for refund of security deposit with speaking order.
2. SOR applicable for building works shall be the SOR for Building Works (Civil & Electrical both) issued on 01.01.2024 by the Project Director, PWD, PIU with amendments upto the date of issue of NIT. 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.
3. ~~The pre-qualification (PQ) limit (NIT Clause-5) for building work shall be Rs. 100.00 (One Hundred) lacs. The pre-qualification (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.~~
4. Defect Liability Period (DLP) shall start only after completion of work. The date of completion of work will be the date of issue of physical completion certificate as per Annexure-U. Performance Guarantee shall not be enforced on incidence of breakage of glass panes and theft of a building element. Contractor shall white wash/colour wash all elements of building at the end of defect liability period at his own cost (no payment shall be made for this) with one coat of the same material (white wash/colour wash & and paint excluding base work of texture plaster) which has been applied in original work. Putty work shall not be repeated in such case except where damage to putty has occurred due to poor workmanship or leakage/seepage. White wash/colour wash & painting work done at the end of defect liability period in accordance to this condition shall be recorded in the measurement book of final bill of the same work and page no of MB shall be mentioned in the letter to be issued by the competent authority at the time of release of security deposit after end of performance guarantee (PG) period (Defect Liability Period). Security Deposit shall not be refunded without compliance of this clause of special condition.
5. Building shall periodically be inspected jointly by the contractor and Engineer-in-Charge or their authorized representative twice a year out of which one inspection shall take place during rainy months of July- August-September to take note of seepage/leakage and inspection note shall be issued by the Engineer-in-Charge or his authorized representative describing defects noticed. Defects of emergent nature such as leakage/seepage, breakage of waste/soil pipe, water supply/drainage pipes shall be repaired/rectified within 15 days for

which compliance shall be well documented and taken in to account (speaking order) while releasing security deposit at the end of performance guarantee (PG) period (Defects Liability Period) by the competent authority. 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.

6. Minimum Health and Safety requirement dated 20/11/2015" (Section- 3 Part-II (d) ) shall be applicable.
7. Reference of Designation Executive Engineer, Superintending Engineer, Chief Engineer and Engineer-in-Chief in the bid document shall be read as Executive Engineer (Building), Superintending Engineer (Building), Chief Engineer (Building) & Engineer in Chief (Building) of PWD, PIU.
8. Bid shall be opened in order of their listing in NIT. In case of bidder's participation in multiple tenders listed in one NIT, his bid capacity shall be considered exhausted, if found L-1 in the order of tenders opened. Soon after bid capacity of a bidder has exhausted his next bid shall not be opened.
9. In case similar rates are received from two or more bidder, closed cover offer shall be invited from such bidders to finalize the bid. Only lower rates shall be accepted.

## **Section - 3 Part-II (c)**

### **Special Conditions of Contract for MEP Works.**

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

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

### **Section - 3 Part-II (d)**

#### **SPECIAL CONDITIONS FOR SAFETY MEASURES IN BUILDING WORKS**

##### **General**

- I. The Contractor shall comply with all the requirements of "The Building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and its Central Rule 1998/ State Rules and any other statutory requirements as applicable.
- II. The contractor shall follow OWNER/ MPPWD Safety Rules as issued from time to time with respect to safety in construction and erection.
- III. The contractor shall have the approved Safety, Health and Environment (SHE), Policy in respect of Safety and health of Building workers and it shall be circulated widely and displayed at conspicuous place in Hindi and local language understood by the majority of the workers. A copy of the safety policy should be submitted to Engineer- in-Charge.
- IV. The contractor shall prepare the safety plan comprising of methods to implement the safety policy / rules, Risk assessment and ensuring Safety at work areas. Safety audits, inspections and its compliance, Supervision and responsibility to ensure safety at various levels, Safety training to employees, review of Safety and accident analysis, ensure health and Safety Procedures to prevent accidents and submit to Engineer for approval ~~as per the format of Safety plan as annexed at Annexure-I.~~
- V. The contractors shall ensure proper safety of all the workman, materials, plant and equipment belonging to him or to the Employer or to other, working at the site.
- VI. All equipment's used in construction and erection by the contractor shall meet BIS/ International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment's shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual. The contractor should also follow Guidelines/ Rules of the Employer in this regard.
- VII. The contractor shall provide suitable latest Personal Protective Equipment's of prescribed standard to all his employees and workman according to the need. The Engineer shall have the right to examine these safety equipment's to determine their suitability, reliability, acceptability and adaptability. The contractor should also ensure availability of these before their use at worksite.
- VIII. The contractor shall provide safe working conditions to all workmen and employees at his workplace including safe means of access, railings, stairs and ladders, scaffolding, work platforms, toe boards etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection of scaffolds, access, work platforms etc the material shall be good and the contractor shall use standard quality of material.
- IX. The Contractor shall follow and comply with all the Safety Rules, standards, code of practices of OWNER/ MPPWD and relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any protest or contest or reservation. In case of any unconformity between statutory requirement and the Safety Rules of the Employer referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent. As and when required he can refer/ obtain copy of OWNER/ MPPWD safety documents as stated above.
- X. The contractor shall have his own arrangements with nearby hospitals for shifting and treatment of sick and injured.

The medical examination of the workers employed in hazardous areas shall be conducted as per Rule 2.23 of the Building and Other construction worker (Regulations of Employment and Condition of Service) Central Rule 1998. Their health records shall be maintained accordingly and to be submitted to Engineer when asked for. If any worker is found suffering from occupational health hazard, the worker should be shifted to suitable place of working and properly treated under intimation to Engineer. The medical fitness certificate to be submitted to Engineer.

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

**a. Emergency Action Plan**

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

**b. Scaffolding**

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

**c. Opening**

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

**d. Fencing of Machinery**

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

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

Carrying of Excessive Weight by a Worker.

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

Overhead Protection

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

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

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

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

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

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

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

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

Further, any such decision of the Engineer shall not in any way absolve the Contractor of his responsibilities, in case use of such a container or entry container or entry thereof into the Site area is forbidden by OWNER/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.

The contractor shall provide suitable personal protective equipment's to the workers. Who are handling the hazardous and corrosive substance including alkalis and acids. As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard /Boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.

### **Eye Protection**

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

### **Electrical Hazards**

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

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

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

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

### **Excavation**

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

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

### **Vehicular Traffic**

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

### **Excessive Noise, Vibration**

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

### **Electrical Installations**

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

- i) Before the Contractor connects any electrical appliances to any plug or socket belonging to the other contractor or the OWNER/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 of electric lines/equipment's whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians/workmen/Officers.
- iv) The contractor shall employ necessary number of qualified, full time Electricians/ Electrical Supervisions to maintain his temporary electrical installation.

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

#### **Safety Organization.**

- i) The Contractor employing more than 250 workmen whether temporary, casual, probationary, regular or permanent shall employ at least one full time safety officer exclusively to supervise safety aspects or 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 Constriction Worker (Regulation of Employment and Conditions of service) central rule 1998. in case the work is being carried out through sub-contractor, the employees/ workmen of the sub-contractor shall also be considered as the contractors employees/workmen for the above purpose.

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

#### **Reporting of Accident and Investigation**

In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any near miss, minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer, 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**

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 equipment. 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 in 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor. The contractor shall be entailed for any damages/ compensation for stoppage of work(sub clause 7.17.00(i))due to safety reasons and the period of such stoppage of work, shall not be taken as an

extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.

### **Fire Protection**

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

- i) If the contractor falls in providing safe working environment as per the safety rules of Owner/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.25000/per day or part thereof till the instructions are complied with and so certified by the engineer however in case of accident the provisions contained in sub -clause 19.00(ii) below shall also apply in addition to the penalties mentioned in the sub clause.
- ii) If the contractor does not take all safety precaution and / or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety or the plant and equipment and for the safety or personal and the contractor does not prevent hazards conditions which cause injury to this down employee or employees or other who are at the Site or adjacent thereto, the Contractor shall be responsible for the payment of penalty to OWNER/ MPTAD as per the following schedule:

- a. Fatal injury of accident      Penalty @10% of contract causing death Value or Rs.5,00,000/- per person , whichever is less
- b. Major injury or accident      Penalty @2.5% or contract causing 25% or more value or Rs. 1,00,000/- per permanent disablement to persons whichever is less workmen or employee.

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

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

4. Been issued warning notices by OWNER/MPTAD 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/MPTAD 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/MPTAD. 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 from is found satisfactory i.e. without any fatal/reportable accident in the year of consideration he may be considered for suitable award "**ACCIDENT FREE SAFETY MERITORIOUS AWARD**" as per scheme of the employer.

Some of the relevant safety codes are given here under -

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

Indian Explosives Act. 1940 As updated.

### **Safety Plan**

01. Safety Policy of the Contractor to be enclosed.
02. When was the Safety Policy last reviewed.
03. Details of implementation procedure/ methods to implement Safety policy/ Safety Rules.
04. Review of Accidents Analysis Method, Methods to ensure Safety and Health.
05. Unit executive responsible to ensure Safety at various levels in work area.
06. List of employees trained in safety employed before execution of the job. Give the details of training.
07. Safety Training Targets Schedules, methods Adopted to provide safety training to all employees.
08. Details of checklist for different jobs/ work and responsible person to ensure compliance (copy of checklist to be enclosed.)
09. Regular Safety Inspection Methods, Periodicity and list of members to be enclosed.
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.

(See clause 10 of Section 3 – GCC )

## Drawings

List of drawings –

- 1) Concept plan attached.

**Details of Milestones**

**As per Contract Data**

### **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                | - 7.5% of the work remained unexecuted in the related time span.  |

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

The decision of **COMPETENT AUTHORITY, BHOPAL** shall be final and binding upon both the parties.

**List of Equipment for Field Testing Laboratory**

**As per Annexure -I (Format-I-4)**

## Price Adjustment

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.

$$VL = 0.85 \times P1/100 \times R(Li - Lo) / Lo$$

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

Lo= 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.

Li= 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.

### Adjustment for cement component

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

$$V_c = 0.85 \times P_c/110 \times R \times (C_1 - C_0)/C_0$$

V<sub>c</sub>= increase or decrease in the cost of work during the month under Consideration due to changes in rates for cement.

C<sub>0</sub>= The all India wholesale price index for **Grey** cement on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

C<sub>1</sub>= The all India average wholesale price index for **Grey** cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

P<sub>c</sub>= Percentage of cement component of the work

### Adjustment of steel component

- ii. Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:<sup>27</sup>

$$V_s = 0.85 \times P_s \times /110 \times R \times (S_1 - S_0)/S_0$$

V<sub>s</sub>= Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S<sub>0</sub>= The all India wholesale price index for steel (**Bars and Rods**) on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

S<sub>1</sub>= The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi. (www.eaindustry.nic.in)

P<sub>s</sub>= 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**

- iii. Price Adjustment for increase or decrease is the cost of bitumen shall be paid in accordance with the following formula:

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

$V_b$  = 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**

- iv. Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be

**NOT APPLICABLE**

$$V_f = 0.85 \times P_f / 110 \times R_x (F_i - F_o) / F_o$$

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

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

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

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

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

#### **Adjustment for Plant and Machinery Spares component**

- v. 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:

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

$V_p$  = 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.**

- vi. 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:

$$Vm = 0.85 \times Pm / 100 \times Rx( Mi - Mo) / Mo$$

Vm = 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.

Mo= 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.

Mi = 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.

Pm = 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 entire contract:

1. Labour	P1 25 %
2. Cement	Pc 18 %
3. Steel	Ps 13 %
4. POL	Pf 5 %
5. Plant & Machinery Spares	Pp 5 %
6. Other Materials	Pm 34 %
<b>Total</b>	<b>100%</b>

**(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1154 Bhopal dated 23-3-2018 )**

## Annexure – S

(See clause 32 of Section 3 -GCC )

### 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].

**NOT APPLICABLE**

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

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed 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 execute at rates fixed for the finished work and a sum of \_\_\_\_\_ 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 direction 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.<sup>28</sup>

## 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,  
TRIBAL AFFAIRS DEPARTMENT,  
..... (M.P)**

## Final Completion Certificate

Name of Work

Agreement no. \_\_\_\_\_ Date: \_\_\_\_\_

Name of Agency : \_\_\_\_\_

Used MB No. \_\_\_\_\_

Last measurement recorded \_\_\_\_\_

c. Page No. & MB No. \_\_\_\_\_

d. Date \_\_\_\_\_

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

Agreement amount Rs. ....

Final Amount paid to contractor Rs. -----

Incumbency of officers for the work

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

Date of issue: \_\_\_\_\_

**EXECUTIVE ENGINEER,  
TRIBAL AFFAIRS DEPARTMENT,  
..... (M.P)**

### **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.<sup>29</sup>
- 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, 110, 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.<sup>30</sup>
- 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.

मध्यप्रदेश शासन  
लोक निर्माण विभाग  
मंत्रालय

क्रमांक 1196 / 1283/2019/19/यो

भोपाल, दिनांक 31/05/2019

प्रति,

1. प्रबन्ध संचालक,  
म.प्र. रोड डेव्हलपमेंट कार्पो. लि.,  
भोपाल।
2. प्रमुख अभियंता,  
लोक निर्माण विभाग,  
भोपाल।
3. परियोजना संचालक,  
लोक निर्माण विभाग,  
परियोजना क्रियान्वयन इकाई,  
भोपाल।

विषय: भारत सरकार पर्यावरण, वन एवं जलवायु परिवर्तन द्वारा जारी प्लाई ऐश नोटिफिकेशन  
3 नवम्बर 2009 यथा संशोधित के प्रभावी क्रियान्वयन हेतु कार्यवाही बाबत।

संदर्भ: 1. म.प्र. शासन पर्यावरण विभाग मंत्रालय वल्लभ भवन को अर्द्धशासकीय पत्र क्रमांक 272  
दिनांक 31.01.2019  
2. म.प्र. शासन लोक निर्माण विभाग, मंत्रालय भोपाल का पत्र क्रमांक  
303/339/2019/ 19/यो दिनांक 08.02.2019

राज्य शासन एतद् द्वारा निर्माण कार्यों में प्लाई ऐश के उपयोग हेतु विभाग में प्रचलित  
निविदा प्रपत्र में निम्नलिखित बिन्दुओं को विशेष शर्तों के रूप में सम्मिलित करने का निर्णय  
लिया जाता है :-

1. कोल तथा लिग्नाइट आधारित थर्मल पावर इकाईयों के तीन सौ (300) कि.मी. के  
रेडियस में सभी सिविल निर्माण कार्यों यथा भवन, सड़क, पलाय ओवर एम्बेकमेंट आदि  
में तथा निर्माण उत्पादों यथा ईंट, ब्लाक, टाइल्स, सीमेंट-कांक्रिट आदि में प्लाई ऐश  
का उपयोग करना अनिवार्य है।
2. कार्यों में लो लाइग एरिया, बॉरो पिट (Borrow-pit) का भराव टॉप सॉयल के स्थान पर  
प्लाई ऐश के उपयोग से किया जाना अनिवार्य है।
3. ताप विद्युत गृह तथा ठेकेदार के मध्य प्लाई ऐश/प्लाई ऐश उत्पादों के उपयोग का  
अनुबंध (MOU) निष्पादित किया जाना आवश्यक है।
4. ठेकेदार को प्लाई ऐश उपयोग के सम्बंध में प्रतिवर्ष वार्षिक रिटर्न प्रस्तुत करना  
अनिवार्य होगा।

यह आदेश तत्काल प्रभाव से लागू होगा।

सहपत्र:- शून्य

MOPO के राज्यपाल के नाम से  
तथा आदेशानुसार

(पी. सी. बारस्कर)

सचिव

MOPO शासन, लोक निर्माण विभाग

## SECTION 4

### BILL OF QUANTITIES (BOQ)

General Description of work: .....

Probable Amount of Contract

(Rs. In Figure) .....

(Rs. In Words) .....

S. No.	Particulars of Item of Work	Quantity	Unit	Rate	Amount (in figure)	Amount (in words)	Remarks
I	II	III	IV	V	VI	VII	VIII
1.							
2.							
3.							
4.							
5.	As Per Schedule Attached						
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
Total Amount (Rs. In Figure)							

Total Amount (Rs. In Words) Rs. .

**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 \_\_\_\_\_  
\_\_\_\_\_ (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 read 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

\_\_\_\_\_

\_\_\_\_\_

मध्य प्रदेश शासन  
लोक निर्माण विभाग  
भोपाल

क्रमांक एफ 53/16/2012/19/यो/1653

भोपाल दिनांक 06/05/2022

— आदेश —

मंत्री-परिषद के निर्णय दिनांक 04.05.2022 के परिपालन में, प्रदेश में निर्माण कार्यों 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 कार्यों 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 जाये। (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



( आर.के.मेहरा )

सचिव

मध्यप्रदेश शासन  
लोक निर्माण विभाग

6.05.2022

मध्यप्रदेश शासन  
लोक निर्माण विभाग  
मंत्रालय, भोपाल

क्रमांक एफ 53/2/2011/यो/19/2822

भोपाल, दिनांक 10 अगस्त, 2022

//आदेश//

क्रमांक एफ-3/02/2022/यो/19 : मध्यप्रदेश शासन, लोक निर्माण विभाग के समसंख्यक आदेश दिनांक 25.10.2011 एवं आदेश दिनांक 02.05.2016 के द्वारा निविदा में अव्यवहारिक दरों को हतोत्साहित करने के उद्देश्य से, ऐसी निविदाओं, जिनमें निविदा दर 15 प्रतिशत से कम भी आती है, उनमें अनुबन्ध के पूर्व सफलतम निविदाकार (L-1) ठेकेदार से अतिरिक्त परफारमेंस गारंटी (Additional Performance Gaurantee) लिये जाने हेतु मार्गदर्शी सिद्धान्त जारी किये गये हैं। वर्तमान में विभाग में प्रचलित निविदा प्रपत्र 2.10 की बिड डाटा शीट की कंडिका 22 में अतिरिक्त परफारमेंस गारंटी (Additional Performance Gaurantee) के संबंध में प्रावधान प्रमुख अगियंता द्वारा किया गया है, जिसके अनुसार अतिरिक्त परफारमेंस गारंटी (Additional Performance Gaurantee) की राशि की गणना सफलतम निविदाकार (L-1) द्वारा प्रस्तुत एस.ओ.आर. से कम दर एवं 15 प्रतिशत से अधिक कम दर के अन्तर के प्रतिशत को Contract Amount (अनुबंधित राशि) से गुणा करके किया जा रहा है।

2/ राज्य शासन एतद् द्वारा, पूर्व में अतिरिक्त परफारमेंस गारण्टी (Additional Performance Gaurantee) की राशि की गणना के संबंध में जारी समस्त आदेशों को अधिक्रमित करते हुए निम्नानुसार निर्देश प्रसारित करता है:-

2(i) लागू एस.ओ.आर की तुलना में प्राप्त न्यूनतम निविदा दर (L-1) 10 प्रतिशत से अधिक नीचे (more than ten Persent below) होने पर निविदा दर पर अव्यवहारिक दर (unworkable rates) माना जावेगा। अव्यवहारिक दरें (unworkable rates) प्राप्त होने पर सफलतम निविदाकार (L-1) से प्राप्त निविदा राशि (ContractAmount) एवं एस.ओ.आर. से 10 प्रतिशत कम की निविदा राशि (Cost of PAC @ 10 percent below) के अन्तर की राशि अतिरिक्त परफारमेंस गारण्टी (Additional Performance Gaurantee) के रूप में ली जावे।

2(ii) उपरोक्तानुसार अव्यवहारिक दरों (unworkable rates) हेतु अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि लिये जाने की सूचना निविदा स्वीकृति की सूचना (Letter of acceptance) के साथ ही दी जावे एवं यह उसी प्रारूप में लिया जावे, जिस प्रारूप में अरनेस्ट मनी/निविदा की परफारमेंस गारन्टी (Earnest Money/ Contract Performance Gaurantee) ली जाती है।

2(iii) उपरोक्तानुसार अव्यवहारिक दरों (unworkable rates) के लिए अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि लेने के उपरान्त ही अनुबंध निष्पादित किया जावे।

2(iv) उपरोक्तानुसार अव्यवहारिक दरों (unworkable rates ) के लिए ली गई अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि ठेकेदार द्वारा मापदण्ड अनुसार सम्पादित कराये गये कार्यों की मात्रा के अनुपात में समय-समय पर चल देयकों से विमुक्त (Release) की जावे। जिसके संबंध में शासन द्वारा आदेश क्रमांक एफ-53/2/2011/ यो/19/2807, दिनांक 11.07.2018 जारी किया गया है।

3/ उपरोक्तानुसार अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि की गणना के लिए निम्नानुसार गणितीय विधि अपनाई जावे:-

3(अ) यदि निविदा की अनुमानित लागत (PAC) 100 लाख है तथा सफलतम निविदाकार (L-1) द्वारा 20 प्रतिशत Below SOR की दर पर अनुबंध करने के लिए :-

- शासन द्वारा मान्य व्यवहारिक दर (workable rates) 10% (प्रतिशत) एस.ओ.आर. से कम की राशि के अनुसार अनुबंध की राशि (Amount of Contract) =  $100 \times 10\%$  = 10 लाख,  $100 - 10 = 90$  लाख,
- अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि  $\Rightarrow$  शासन द्वारा मान्य व्यवहारिक दर (Workable rate) 10% एस.ओ.आर. से कम की राशि के अनुसार अनुबंधित राशि (Amount of Contract) i.e. 90 लाख - वास्तविक रूप से किये जाने हेतु अनुबंधित राशि (Actual Amount of contract) i.e. 80 लाख = रु. 10.00 लाख होगी।



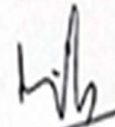
3 (ब) यदि सफलतम निविदाकार (L-1) द्वारा 30 प्रतिशत एस.ओ.आर. से कम दर दी जाती है तो अनुबंध करने के लिए :-

- अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि की गणना शासन द्वारा मान्य व्यवहारिक दर (workable rates ) 10 प्रतिशत के अनुसार राशि i.e. 90 लाख - सफलतम निविदाकार (L-1) द्वारा दी गई दर के अनुसार वास्तविक अनुबंधित राशि (Actual Amount of Contract) =  $(90 - 70) = 20.00$  लाख होगी।

अतः यदि 30 प्रतिशत एस.ओ.आर. से कम दर सफलतम निविदाकार (L-1) द्वारा दी जाती है तो अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि उपरोक्तानुसार रु. 20 लाख ली जावे।

4 / उक्त आदेश तत्काल प्रभाव से लागू किया जाता है एवं इसे जारी किये जाने की तिथि के पश्चात् आमंत्रित सभी निविदाओं में Bid Data Sheet की कंडिका क्र. 22 के प्रावधान में जोड़ा जावे। यहां यह स्पष्ट किया जाता है कि विभाग में इस आदेश के जारी किये जाने की तिथि के पूर्व सम्पादित किये गये अनुबंधों में पूर्व से ली गई अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि पर कोई विपरीत प्रभाव नहीं होगा।

मध्यप्रदेश के राज्यपाल के नाम से  
तथा आदेशानुसार

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

मध्यप्रदेश शासन  
लोक निर्माण विभाग  
मंत्रालय

क्रमांक-एफ-53/02/2011/यो/19/524

भोपाल, दिनांक 14/02/2025

//आदेश//

मध्यप्रदेश शासन, लोक निर्माण विभाग द्वारा जारी आदेश क्रमांक-एफ-53/02/2011/यो/19/2022 भोपाल, दिनांक 10 अगस्त 2022 में अतिरिक्त परफॉरमेंस गारंटी की राशि की गणना के लिए उल्लेखित गणितीय विधा के 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

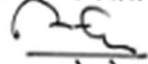
- A. Probable Amount of Contract X 1 x Rates Below SOR Beyond 10% upto 20%) = 100x1x (10%) = Rs. 10.00 लाख

- B. Probable Amount of Contract X Rates Below SOR Beyond 20% = 100x2x (4%) = Rs. 8.00 लाख

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

Rs. 18.00 लाख

- 3.4 ऐसे अनुबंध में जिनमें 10 प्रतिशत कम दर की सीमा से अधिक कम दरों पर अनुबंध निष्पादित किये जाने उन अनुबंधित कार्यों के पूर्ण होने के उपरांत उनके अंतिम देयको का भुगतान संबंधित अधीक्षण यंत्री के निरीक्षण उपरांत संतोषजनक पाये जाने पर तदनुसार अधीक्षण यंत्री 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 यंत्री 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 यंत्री 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 परफॉरमेंस गारंटी की एफ.डी.आर. कार्यपूर्णता के उपरांत ही विमुक्त की जा सकेगी।

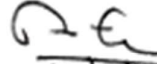
  
14/2/25  
( ए. आर. सिंह )  
उप सचिव

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

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

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

की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

  
14/2/25  
उप सचिव

म0प्र0 शासन, लोक निर्माण विभाग

ठेकेदार द्वारा प्रस्तुत दर एवं यदि कोई शर्त हो तो उन्हें पढ़कर सभी उपस्थित को सुनाई जावेगी तथा प्रत्येक ठेकेदार अथवा उनके द्वारा अधिकृत प्रतिनिधि से प्रत्येक निविदा को उपलब्ध कराना चाहिए। सामान्यतः यह निविदा खोलने के दिन ही तैयार हो जानी चाहिए।

2.10- निविदा खोलते समय प्रत्येक निविदा पर खोलने वाले अधिकारी द्वारा इनेशियल करना चाहिए एवं खोले जाने वाले टेण्डर का क्रम एवं कुल टेण्डर की संख्या डी-नामीनेटर/नामीनेटर के मान से अंकित करना चाहिए। ऐसे इनेशियल निविदा के प्रथम पृष्ठ द्वितीय पृष्ठ (जहां ठेकेदार द्वारा हस्ताक्षर किए जाते हैं) पर किए जाने चाहिए।

2.11- निविदा में जितने भी करेक्शन एवं ओवर राइटिंग जिस किसी भी पेज पर हो उनकी संख्या अंकित करते हुए प्रत्येक करेक्शन एवं ओवर राइटिंग पर उसी पेज पर इनेशियल आवश्यक होंगे।

3- निविदा प्रपत्र प्राप्त करने के लिए आवेदन के साथ शेड्यूल बैंक की निर्धारित राशि की सालवेन्सी (12 माह से अधिक पुरानी न हो) प्रस्तुत करना आवश्यक होगी। यह बैंक सालवेन्सी की राशि निम्नानुसार प्रस्तावित है।

1.	रु. 2.00 लाख से अधिक एवं रु. 5.00 लाख तक ठेकों के लिए	रु. 25,000/-
2.	रु. 5.00 लाख से अधिक एवं रु. 25.00 लाख -----	रु. 3,00,000/-
3.	रु. 25.00 लाख से अधिक एवं रु. 50.00 लाख -----	रु. 5,00,000/-
4.	रु. 50.00 लाख से अधिक एवं रु. 200.00 लाख -----	रु. 12,00,000/-
5.	रु. 200.00 लाख से अधिक तक के ठेकों के लिए -----	रु. 25,00,000/-

बैंक द्वारा जारी की जाने वाली सालवेन्सी का प्रारूप निम्नानुसार होगा-

### CERTIFICATE

On the basis of transation/turnover in the account of (Name and Address)....

निविदा विज्ञप्ति संलग्न है।

निविदा विज्ञप्ति पर लागू की जाए। पूर्व में समय-समय पर आदेशित संशोधनों को सम्मिलित करते हुए अन्य कंडिकाओं से भ्रमिक स्थिति को दूर करने का प्रयास कर निविदा विज्ञप्ति का प्रारूप तैयार कर संलग्न है।

प्रमुख अभियंता,  
लोक निर्माण विभाग भोपाल.

सहपत्र- उपरोक्तानुसार

**2.077- Tenders which should always be sealed, should invariably be invited in the most open and public manner by notice in English or in hindi, posted in prominent places. Tender for works costing above Rs. 2 lakhs and for works of special nature shall be advertised in news papers. However, 20% of number of works of any works division, costing upto its. 2 lakhs will be awaited to entrepreneur/contractors/suppliers of S.C. and s.r. categories. If the contractors of these categories are not available then such tenders shall be advertised in the news papers mentioning that the works are reserved for SC/ST category only**

### टिप्पणी

लोक विभाग विभाग मंत्रालय, भोपाल द्वारा जारी आदेश क्रमांक 707/डी/यो/2003/19 भोपाल.

1. लोक विभाग विभाग मंत्रालय, भोपाल के आदेश क्रमांक 147/डी/यो/2003/19 भोपाल, दिनांक 4/2/2003 के द्वारा प्रतिस्थापित।