



**GOVERNMENT OF MADHYA PRADESH**

**STANDARD BID DOCUMENT**

**(w.e.f.....)**

**FOR**

**PROCUREMENT OF CIVIL WORKS**



**GOVERNMENT OF MADHYA PRADESH****URBAN ADMINISTRATION AND DEVELOPMENT DEPARTMENT (M.P.)****REWA, DIVISION****APPENDIX 2.10****TENDER DOCUMENT**

For Percentage Rate only in works departments and other

Departments similar to work departments

(Effective from .....)

Office of the	:	<b>MUNICIPAL COUNCIL SIDHI, DIST. SIDHI</b>
N.I.T. No. and Date	:	<b>1826/E-Tender/NPP/SIDHI/2026</b>
Agreement Number and Date	:	.....
Name of Work	:	<b>Under the Chief Minister's Urban Area Infrastructure Development Scheme in Nagar Palika Parishad Sidhi, by shifting the old bus stand to the new bus stand and demolishing the old bus stand "construction work of new commercial shopping complex, parking, theatre, restaurant and coffee centre."</b>
<b>Name</b> of Contractor	:	.....
Probable Amount of Contract (Excluding GST) (Rs. In Figure) (Rs. In Words)	:	<b>10,84,13,866.00</b> <b>Ten Crore Eighty Four Lakh Thirteen Thousand Eight Hundred and Sixty Six Only</b>
Contract Price (Excluding GST) (Rs. In Figure) (Rs. In Words)	:	.....
Period of Completion	:	<b>18 Months, Including Rainy Season</b>

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## SECTION - 1 NOTICE INVITING TENDER

GOVERNMENT OF MADHYA PRADESH

OFFICE OF THE MUNICIPAL COUNCIL SIDHI (M.P.)

DIVISION REWA

NIT No. 1826/e-Tender/NPP/SIDHI/2026/

Date:- 22.04.2026

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

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract (Excluding GST) (Rs. in lakh)	Period of Completion in months
01/01	Under the Chief Minister's Urban Area Infrastructure Development Scheme in Nagar Palika Parishad Sidhi, by shifting the old bus stand to the new bus stand and demolishing the old bus stand "construction work of new commercial shopping complex, parking, theatre, restaurant and coffee centre."	Sidhi	1084.14	18 Month

1. Interested bidders can view the detailed NIT on the website <https://mptenders.gov.in>
2. The Bid Document can be purchased only online from **Date 23.04.2026 10:00 Hrs to Date 26.05.2026 18:00 Hrs.**
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.

CHIEF MUNICIPAL OFFICER  
MUNICIPAL COUNCIL SIDHI

**NOTICE INVITING TENDER****GOVERNMENT OF MADHYA PRADESH****OFFICE OF THE MUNICIPAL COUNCIL SIDHI (M.P.)****NIT No. 1826/e-Tender/NPP/SIDHI/2026/****Date:- 22.04.2026**

Online percentage rate bids for the following works are invited from eligible contractors:

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract (Excluding GST) (Rs. in lakh)	Earnest Money Deposit (EMD) (In Rs.)	Cost of Bid Document	Period of Completion
1	2	3	4	5	6	7
01/01	Under the Chief Minister's Urban Area Infrastructure Development Scheme in Nagar Palika Parishad Sidhi, by shifting the old bus stand to the new bus stand and demolishing the old bus stand "construction work of new commercial shopping complex, parking, theatre, restaurant and coffee centre."		1084.14	5,42,069/-	30,000/-	18 Months

- All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website <https://mptenders.gov.in>
- Bid Document can be purchased after making online payment of portal fees.
- At the time of submission of the Bid the eligible bidder shall be required to:
  - pay the cost of Bid Document (non-refundable) ;
  - deposit the Earnest Money; (**Online Mode Only**)
  - Submit an affidavit as detailed in ITB.
- Bidders are advised to carefully verify the amount and payment details regarding bid document cost & EMD before proceeding with the online payment, as no claim for refund or adjustment shall be entertained under any circumstances.
- Detailed instructions to the bidders are provided in Section 2 “Instruction to the Bidders” along with Bid Data Sheet (BDS).
- Detailed conditions of the contract are provided in Section 3 “General condition of Contract and Special Condition of Contract” along with Contract Data.
- The formats are appended as Annexures to BDS & Contract Data.
- At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority, however, the bidder shall have valid registration at the time of signing of the Contract.
- The Bid Document can be purchased only online from **Date 23.04.2026 10:00 Hrs to Date 26.05.2026 18:00 Hrs.**
- Any amendments, addendum or corrigendum to this NIT shall be published only on the website [www.mptenders.gov.in](http://www.mptenders.gov.in) and shall not be published in any newspaper. Bidders are advised to regularly visit the website ([www.mptenders.gov.in](http://www.mptenders.gov.in)) to keep track of any updates, corrigendum or clarifications issued from time to time.
- Key Dates of the tendering process are provided on e-tendering portal [www.mptenders.gov.in](http://www.mptenders.gov.in)
- Applicable SOR W.e.f. ....amended till date of NIT.

**CHIEF MUNICIPAL OFFICER  
MUNICIPAL COUNCIL SIDHI**

## Key Dates

**NAME OF WORK:-** Under the Chief Minister's Urban Area Infrastructure Development Scheme in Nagar Palika Parishad Sidhi, by shifting the old bus stand to the new bus stand and demolishing the old bus stand "construction work of new commercial shopping complex, parking, theatre, restaurant and coffee centre."

<i><b>Critical Dates</b></i>			
<b>Published Date</b>	23.04.2026 10:00 AM	<b>Bid Opening Date</b>	28.05.2026 10:30 AM
<b>Document Download / Sale Start Date</b>	23.04.2026 10:00 AM	<b>Document Download / Sale End Date</b>	26.05.2026 06:00 PM
<b>Pre-Bid Meeting Start Date</b>	15.05.2026 01:00 PM	<b>Pre-Bid Meeting Start Date</b>	15.05.2026 06:00 PM
<b>Bid Submission Start Date</b>	23.04.2026 10:30 AM	<b>Bid Submission End Date</b>	26.05.2026 06:00 PM

## **SECTION– 2INSTRUCTIONS TO BIDDERS (ITB)**

### **A. GENERAL**

#### **1. SCOPE OF BID**

1.1 The detailed description of work, hereinafter referred as "**Work**", is given in the Bid Data Sheet.

#### **2. GENERAL QUALITY OF WORK:**

2.1 The Work shall have to be executed in accordance with the technical specifications specified in the Bid Document and Contract Agreement, in case of any conflict, the provisions of the Contract Agreement shall prevail.

#### **3. PROCEDURE FOR PARTICIPATION IN E-TENDERING**

3.1 The procedure for participation in e-tendering is provided in the Bid Data Sheet.

#### **4. ONE BID PER BIDDER**

4.1 The bidder can be an individual entity or a joint venture (As per mentioned in the BDS).

4.2 No bidder shall be permitted to submit more than one bid either individually or in Joint Venture / Consortium. If a bidder is found to have submitted more than one bid, all such bids in which the bidder has participated shall be considered as null & void and shall stands disqualified.

4.3 In case of partnership firm, a partner cannot participate in the bidding process as participant in more than one bid, either as individual entity along with a partnership firm or as partner of more than one partnership firms in the same bidding process. If found to have submitted more than one bid, all such bids in which the bidder has participated shall be considered as null & void and shall stands disqualified.

#### **5. COST OF BIDDING**

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

#### **6. SITE VISIT AND EXAMINATION OF WORKS**

- 6.1 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 preparation and submission of the bid and entering into a contract for execution of the work.
- 6.2 The bidder acknowledges that prior to the submission of bid the bidder has made complete & careful examination of the scope of the project, specifications & standards to be followed, existing site conditions including sub soil & geological conditions etc. All costs in this respect shall have to be borne by the bidder.

**7. ELIGIBILITY FOR BIDDERS –**

- 7.1 At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with MPPWD, however, the bidder shall have valid registration at the time of signing of the Contract.
- 7.2 “The affidavit on a non-judicial stamp of ₹1000/- in the prescribed format (Annexure-C), duly notarized, along with other mandatory documents and the proof of Online submitted EMD, shall be uploaded online with the tender, as per the instructions of the Government of Madhya Pradesh, Public Works Department. Failure to upload any of the above documents online shall result in disqualification of the tender/offer
- 7.3 Other eligibility requirements are as provided in Bid Data Sheet (BDS).

## **B. BID DOCUMENTS**

### **8. CONTENT OF BID DOCUMENTS**

- a. The Bid Document comprises of the following documents:*
- b. NIT with all amendments.*
- c. Instructions to Bidders, Bid Data Sheet with all appended Annexures.*
- d. Conditions of Contract:*

1.1.1 Part I General Conditions of Contract and Contract Data with all Annexures and

2.1.1 Part II Special Conditions of Contract.

- e. Specifications*
- f. Drawings.*
- g. Priced Bill of Quantities*
- h. Technical and Financial Bid*
- i. Letter of Acceptance*
- j. Agreement and*
- k. Any other Document(s), as specified.*

8.1 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. Bids not complying with the requirement of the bid document shall be considered as null & void and stands disqualified.

### **9. CLARIFICATION OF BIDDING DOCUMENTS**

9.1 A Prospective bidder requiring any clarification on the NIT may notify the Employer in writing / email at the address provided in NIT. The Employer will respond to any request for clarification which he received and found suitable to give response. The Employers' response including a description of the queries but without identifying its source will be uploaded on the website.

## **10. PRE-BID MEETING**

- 10.1 Details of venue, date and time would be mentioned in the NIT. Any change in the schedule of pre-bid meetings would be communicated on the website only, and intimation to bidders would not be given separately.
- 10.2 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. Employer may, at their discretion, to give such clarifications as are felt necessary.
- 10.3 Response on the pre-bid queries/suggestions received before or during pre-bid meeting shall be published on [www.mptenders.gov.in](http://www.mptenders.gov.in) Portal only.

## **11. AMENDMENT OF BID DOCUMENTS**

- 11.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of Corrigendum/Addendum.
- 11.2 Any addendum/corrigendum thus issued shall be a part of the bidding documents and shall be uploaded on the website ([www.mptenders.gov.in](http://www.mptenders.gov.in)) as a corrigendum.
- 11.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.
- 11.4 In case of any amendment issued by the Authority, the bid submission deadline shall be extended accordingly so as to have a minimum period of at least seven (7) days to allow bidders to take the amendment into account in their bids.

## C. PREPARATION OF BID

### 12. DOCUMENTS COMPRISING THE BID

12.1 The bid submitted online on [www.mptenders.gov.in](http://www.mptenders.gov.in) in by the bidder shall be in the following parts:

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

- i) Registration number or proof of application for registration and organizational details in format given in the Bid Data Sheet.
- ii) Payment of the cost of Bid Document;
- iii) Earnest Money and
- iv) Other documents/forms as specified in Annexure C (C-1 to C-6)

**The above details are to be submitted online only.**

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

**Part 3** – This shall be known as online **Envelope C** and would apply to all bids. **Envelop C** shall contain financial offer as per BOQ sheet to be uploaded (macro enabled MS-Excel Sheet) on [www.mptenders.gov.in](http://www.mptenders.gov.in).

12.2 The bidders will have to submit their bids online as per instructions given in the tender portal. The procedure for participation in e-tendering is given in the Bid Data Sheet.

### **13. BID PRICES**

- 13.1 The bidder shall quote rates strictly in the format specified in BOQ sheet to be uploaded (macro enabled MS-Excel sheet) on [www.mptenders.gov.in](http://www.mptenders.gov.in)
- 13.2 The quoted rates shall be inclusive of all duties, taxes (excluding GST), royalties, and other levies. The Employer shall not be responsible for any such liabilities.
- 13.3 GST shall be paid separately, at the prevailing rates, at the time of payment.
- 13.4 Materials, if any, to be issued by the Employer to the Contractor, along with the applicable units and rates, are specified in the BDS.

### **14. CURRENCIES OF BID**

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

### **15. BID VALIDITY**

- 15.1 The bids shall remain valid for the period specified in the BDS, counted from the date of Bid submission deadline.
- 15.2 The Employer may request the bidders to extend the bid validity period beyond the duration specified in the BDS. Such request and the response thereto shall be made in writing.
- 15.3 Bidders who agree to the request, shall be required to provide their consent in writing. Validity of Earnest Money Deposit (EMD) shall also be extended accordingly.

### **16. EARNEST MONEY DEPOSIT (EMD)**

- 16.1 The Bidder shall furnish, as part of the Bid, an Earnest Money Deposit (EMD) for the amount specified in the NIT.
- 16.2 The EMD in the form of online transfer of cash or BG/e-BG (if permitted) shall be submitted online through the e-procurement portal at [www.mptenders.gov.in](http://www.mptenders.gov.in).
- 16.3 Any bid not accompanied by the prescribed EMD shall be rejected being non-responsive bid.
- 16.4 The EMD of bidders except the lowest bidder (L1) shall be released by the Employer through online mode only, within Seven (7) working days from the date of the opening of financial bids.

- 16.5 The EMD of the successful bidder shall be released or returned after the bidder has signed the Agreement and furnished the required Performance Security, including any Additional Performance Security, as applicable.
- 16.6 In case the selected bidder fails to furnish the performance security or additional performance security or sign the contract within the specified period, for any reason whatsoever, the Earnest Money Deposit (EMD) shall be forfeited.

#### **17. ALTERNATIVE PROPOSALS BY BIDDERS**

- 17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract, basic technical parameters and requirements as indicated in the drawing and specifications. Conditional offers will not be considered for evaluation and shall be summarily rejected.

#### **18. FORMAT AND SIGNING OF BID**

- 18.1 The Bidder shall submit the bid online comprising of the documents as described in bid document.
- 18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to digitally sign on behalf of the Bidder. Bids digitally signed by any other person not authorized by the Bidder shall be rejected.

## **D. SUBMISSION OF BID**

### **19. SUBMISSION SEALING AND MARKING OF BIDS**

- 19.1 Bid shall be submitted online only. No physical copy shall be accepted. The bidders have to submit their bids online as per guidelines given in E-TENDER PORTAL [www.mptenders.gov.in](http://www.mptenders.gov.in)
- 19.2 The Bidder shall place separate digitally signed files marked “Basic Eligibility (Envelope-A)”, “Technical Bid (Envelope-B)” in case of pre-qualification and “Financial Bid (Envelope-C)”.
- 19.3 The Bidder shall submit the bid online, duly signed with a valid Digital Signature Certificate (DSC) of the authorized signatory issued by a recognized Certifying Authority in accordance with the Information Technology Act, 2000, as amended time to time.
- 19.4 Certain documents that requires the physical signature or self-certification by bidder or its authorized representative/deponent, shall be signed physically first and thereafter scanned and uploaded online along with all other bid documents, duly authenticated with the bidder’s Digital Signature.
- 19.5 Resubmission or modification of bid by the bidders is allowed before the deadline of submission of bids.
- 19.6 The Bidder can withdraw his/her bid before the deadline of bid submission. The bidder will not be able to resubmit the bid once withdrawn.

## **E. OPENING AND EVALUATION OF BID**

### **20. BID OPENING**

- 20.1 The bids shall be opened on the date and time specified on the e-tendering portal.
- 20.2 The opening of bids shall be carried out in the same order as specified in the Notice inviting tender. The bidders can witness the bid opening online.
- 20.3 In the event that the specified date of bid opening is declared a public holiday for the Employer, the bids shall be opened at the same time on the next working day.
- 20.4 Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all mandatory documents, such bid shall be treated as non-responsive and Envelope B and/or C of such bid shall not be opened.
- 20.5 A Substantially responsive bid is one which conforms to all the terms & conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- a. which affects in any substantial way the scope, quality, or performance of the Works,*
  - b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or*
  - c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.*
- 20.6 The bid shall be summarily rejected if it is found to have nonconformity with the material requirement of the bidding document.

### **21. TECHNICAL EVALUATION**

- 21.1 Wherever Envelope 'B' (Technical Bid) is required to be submitted, it shall be opened online on the date and time notified, provided that the bidder's Envelope 'A' (Pre-Qualification/EMD/Eligibility) is found responsive. The bidder shall have the freedom to witness the opening of Envelope 'B' online. The Technical Evaluation of the Bids shall be done as per the criterion provided in Annexure-D and Annexure-E (if any Special Eligibility Conditions are required to be fulfilled).

- 21.2 The Employer reserves the right to ask the bidder for any clarification in regard to his bid or to submit any papers to support the information already submitted online as part of bid, without affecting unfairly the competitive position of other Bidders presenting substantially responsive Bids. All such correspondence should be in writing and should be communicated on email also.
- 21.3 If a bidder does not clarify or submit the papers as required by the Employer, within the specified period, shall attract rejection of bid.
- 21.4 If the bidder found to have submitted a forged or misrepresenting documents with bid, the Employer reserves the right to take other legal action such as suspension or blacklisting of the contractor's registration against such bidder.
- 21.5 All such bidders who are found to be disqualified on the basis of evaluation of Envelope-A and B shall be notified the reason(s) of such disqualification in writing.

## **22. FINANCIAL EVALUATION**

- 22.1 The Envelope 'C' (Financial Bid) will be opened only of such bidders whose Technical Bids (Envelope 'B') have been evaluated and declared qualified in accordance with the prescribed evaluation criteria.
- 22.2 The Financial Bids (Envelope 'C') of such technically qualified bidders shall be opened online on the date and time notified by the Employer. The bidders shall have the freedom to witness the opening of the Financial Bids online through the e-procurement portal.
- 22.3 After opening Envelope 'C', all responsive bids shall be evaluated and compared to determine the lowest evaluated bid (L1) in accordance with the bid evaluation criteria specified in the Bid Document.
- 22.4 The Employer reserves the right to accept or reject any bid, or to annul the entire bidding process and reject all bids at any time prior to the award of the contract, without incurring any liability to the affected bidders. In all such cases, reasons shall be recorded in writing.

### **23. CONFIDENTIALITY**

- 23.1 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 taken by the Employer.
- 23.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid, and may be treated as Corrupt & Fraudulent Practices, mentioned under Clause 30 of ITB and may result in the rejection of the Bidders' bid.

## **F. AWARD OF CONTRACT**

### **24. AWARD CRITERIA**

- 24.1 The competent authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.
- 24.2 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS
- 24.3 The competent authority reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders on the grounds for the Employer's action.

### **25. NOTIFICATION OF AWARD OF CONTRACT**

- 25.1 Upon evaluation of bids, the Employer shall issue a Letter of Acceptance (LoA) as per provided in BDS, to the successful bidder, conveying that the bidder's offer has been accepted. The successful bidder shall submit the acceptances to the LOA along with the necessary particulars as the prescribed Performance Security and, where applicable, Additional Performance Security within the stipulated period and be present on the specified date & time for the execution of Agreement. This date for execution of Contract Agreement may be extendable, by the Authority, upto 15 days or otherwise on the request made by the successful bidder.

### **26. PERFORMANCE SECURITY**

- 26.1 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.
- 26.2 If Additional Performance Security is applicable, it shall also be furnished by the bidder in the manner and within the time specified in the Bid Data Sheet.
- 26.3 Failure to submit the required Performance Security or Additional Performance Security within 15 days and for the prescribed time limits as mentioned in the Bid Data Sheet. In case of delay in submission of Performance security the authority may extend the dated of submission of Performance security by another 15 days with prior application and payment of damages at the rate of 1 % of Performance Security per day (A separate demand draft for the applicable amount shall be submitted in favour of the authority in whose name the performance security is issued.). Non-Submission of Performance Security beyond 30 days period shall constitute sufficient grounds for forfeiture of the Earnest Money Deposit (EMD) and cancellation of the Letter of Acceptance.

## **27. SIGNING OF CONTRACT AGREEMENT**

- 27.1 After furnishing the required Performance Security and Additional Performance Security (if applicable), the successful bidder shall sign the Contract Agreement within 7 working days of submission of Performance Security.
- 27.2 The signing of the Contract Agreement shall be deemed as authorization to commence the work, and no separate work order will be issued by the Employer.
- 27.3 In the event the successful bidder fails to furnish the required securities or fails to sign the Contract Agreement within the prescribed time as mentioned at 27.1 the Earnest Money Deposit (EMD) and damages mentioned at 26.3 shall be forfeited, without prejudice to the Employer's right to take further action as per applicable laws, rules, and departmental procedures.

## 28. FRAUD & CORRUPT PRACTICES

- 28.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process, subsequent to the issue of the LOA, and throughout the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, has engaged in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Bidding Process, or after issuance of LoA or during execution of the contract. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy available to the Authority under the Bidding Documents, the Agreement, or otherwise.
- 28.2 For the purposes of this Section, the following terms shall have the meanings respectively assigned to them:
- a. *“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value, or pressurizing, to influence the action of a public official in the process of tendering or execution of the project.*
  - b. *“Fraudulent practice” means a misrepresentation or omission of facts, or suppression of facts, or disclosure of incomplete facts, in order to influence the Bidding Process.*
  - c. *“Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.*
  - d. *“Undesirable practice” means:*
  - e. *establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying, or in any manner influencing or attempting to influence the Bidding Process; or*
  - f. *having a Conflict of Interest.*
  - g. *“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bidding Process.*

**[End of ITB]**

**BID DATA SHEET**

<b>SECTION 2 - ITB</b>		
<b>ITB CLAUSE</b>	<b>PARTICULARS</b>	<b>DATA</b>
1	Name of the 'Work'	Under the Chief Minister's Urban Area Infrastructure Development Scheme in Nagar Palika Parishad Sidhi, by shifting the old bus stand to the new bus stand and demolishing the old bus stand "construction work of new commercial shopping complex, parking, theatre, restaurant and coffee centre."
3	Procedure for participation in Tender	As per Annexure - "A"
4.1	Whether Joint Venture is allowed.	
	If yes, requirement for Joint Venture	As per Annexure - "B"
7	Eligibility of Bidder	As per Annexure - "C" (C-1 to C-6)
13.4	List of Materials, if any to be issued to Contractor.	No
15	Bid Validity	Bid shall be valid for 120 days from the deadline of submission of bids.
19	Earnest Money Deposit	Rs. 5,42,069.00
	Forms of Earnest Money Deposit	Online payment only.
	EMD, validity for a period of (If BG/e-BG is permitted)	120 days from the deadline of submission of Bids.
21.1	Pre-qualifications Criteria	As per Annexure - "D" (D-1 to D-3) The undertaking is to be given in D-4 to D-6. However, this will not form part of pre-qualification criteria.
21.1	Special Eligibility Conditions	As per Annexure - "E"
25.1	Letter of Acceptance (LoA)	As per Annexure - "F"
26.1	Format of Bank Guarantee for Performance Security	As per Annexure - "G" ( 5% of the Contract Price )
	Performance Security in favor of	Chief Municipal Officer, Municipal Council Sidhi
	Performance Security valid up to	3 months beyond DLP i.e. ....(Date)
26.2	Format of Bank Guarantee for Additional Performance Security	As per Annexure - "H"
	Additional Performance Security in favor of	Chief Municipal Officer, Municipal Council Sidhi
	Additional Performance Security valid up to	3 months beyond Work Completion Date i.e. ....(Date)
26.3	Calculation of Additional Performance Guarantee	As per Annexure-"I"

**ANNEXURES TO BID DATA SHEET**

## **ANNEXURE – A: PROCEDURE FOR PARTICIPATION IN E-TENDERING**

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

All bidders registered/ applied for registration with **PWD, Government of Madhya Pradesh** are deemed to be registered on the State Government e-Procurement portal <https://mptenders.gov.in/>. Bidders shall submit their bids electronically only through the above portal using their valid **User ID and Password**. No other mode of bid submission shall be accepted. In case of any technical assistance or clarification related to e-Procurement, bidders may contact the **NIC, Bhopal (Madhya Pradesh)**. For any technical and portal related queries please call at 24 x 7 Help Desk Number 0120-4001 005, 0120-4001005

### **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:**

*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)*

*Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission.*

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

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

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

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

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

### **4. Key Dates:**

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

### **5. Preparation and Submission of Bids**

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

### **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 Data 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/or modify the bid till Bid submission end date.

**ANNEXURE-B: REQUIREMENTS FOR JOINT VENTURE (JV)**

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

1. Joint Venture shall be allowed for maximum 2 Partners only, including Lead Partner
2. Bids submitted by a joint venture of firms as partners shall comply with the following requirements:
  - a. one of the partners shall be nominated as *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 Lead Partner must hold a minimum 51% share in the Joint Venture. The other partner must hold a minimum 26% share in the Joint Venture.**
  - c. The Contract Agreement, shall be signed by the authorised representative of the Joint Venture, so as to be legally binding on all partners of the Joint Venture, jointly and severally.
  - d. 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;
  - e. Both the 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 [d] above, as well as in the bid and in the Agreement [in case of a successful bid];
  - f. The joint venture agreement should indicate the role of all members of JV in respect of execution & financing of the project;
  - g. The joint venture agreement should be registered, so as to be legally valid and binding on both the partners; and
  - h. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the Bid.
3. 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.
4. The performance security of a Joint Venture shall be in the name of the Lead Partner/Joint Venture.

5. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
6. Furnish details of participation proposed in the joint venture as below:

**DETAILS OF PARTICIPATION IN THE JOINT VENTURE**

<b>PARTICIPATION DETAILS</b>	<b>FIRM”A” (Lead Partner)</b>	<b>FIRM”B”</b>
<b>Financial</b>		
<b>Planning</b>		
<b>Construction Equipment</b>		
<b>Key personnel</b>		
<b>Execution of Work (give details on contribution of each)</b>		

## **ANNEXURE-C: BASIC ELIGIBILITY CRITERIA AND MANDATORY DOCUMENTS**

### **Basic Eligibility Criteria and Mandatory Documents**

#### **1. Legal status**

The bidder shall be an individual contractor, partnership firm, company, or joint venture (where permitted) registered with the Madhya Pradesh Public Works Department (MPPWD). **Registration with MPPWD**

The bidder shall possess a valid registration with the Madhya Pradesh Public Works Department (MPPWD) under the Civil category.

In case the work involves both Civil and Electrical components, a bidder registered under the Civil category may participate, provided that the bidder employs a contractor for execution of electrical works who:

- Holds a valid PWD registration under the Electrical category, and
- Possesses a valid Electrical License issued by the Madhya Pradesh Licensing Board, as per the nature of the work:
  - Class “A” License – Required for pole-shifting, HT/LT line, or substation-related works.
  - Class “B” License – Required for electrical maintenance and internal wiring works.

#### **2. Mandatory Documents to be Submitted Online**

The bidder shall upload the following documents along with the bid:

- a. Covering Letter (as per Form C-1)
- b. Check List of documents(as per Form C-2).
- c. Organisational Details of the Bidder (as per Form C-3).
- d. Authorization Later in favour of the person who is signing (digitally) the bid (as per Form C-4)
- e. In case the EMD is permitted in the form of BG/e-BG, the scanned copy of the same shall be attached (as per Form C-5).
- f. MPPWD Registration Certificate in relevant Civil / Electrical / Mechanical category or evidence of having applied for registration in the Centralised Registration System of Contractors in Madhya Pradesh.
- g. Firm Registration Certificate / Partnership Deed / Articles of Association, as applicable.
- h. Duly notarized and signed affidavit on the on a non-judicial stamp of ₹1000/- in the prescribed format (Annexure-C-6).

### **3. Other documents not mandatory but required prior to signing of the contract.**

- a. Permanent Account Number (PAN) and Tax Account Number (TAN) issued by the Income Tax Department.
- b. GST Registration Certificate issued by the competent authority.
- c. EPF Registration Certificate issued by the Provident Fund Commissioner

### **4. Disqualification**

Failure to upload any of the above mandatory documents or submission of invalid/expired certificates may lead to disqualification of the bid as non-responsive.

#### **Note:**

- All uploaded documents shall be self-attested, clear, and legible.
- The Employer reserves the right to verify the authenticity of any document or information submitted by the bidder at any stage of the tender process.
- If, at any stage prior to or after award, any document or information is found to be false, forged, or misleading, the bidder shall be disqualified, and the Earnest Money Deposit, Performance Security, Additional Performance Security, and Security Deposit shall be forfeited, without prejudice to any further action as per applicable laws and rules.

### **5. Non-Blacklisting**

The bidder, its partners, directors, or constituent members should not be blacklisted, debarred, suspended, or removed from the approved list of contractors by the Central Government, any State Government, Public Sector Undertaking, Autonomous Body, or Local Authority at the time of submission of the bid till the date of signing of Agreement. In case, the bidder is declared debarred/ blacklisted / Non Performer then in that case bidder has to notify forthwith to the authority which will stop the further activity.

**FORMC-1 BID COVERING LETTER**

**Bid Covering-cum-Undertaking Letter**

(To be submitted on Bidder’s Letterhead)

**Date:** .....

**To,**

The <Authorized officer>

(Name of Department) .....

Division: \_\_\_\_\_

District: \_\_\_\_\_, Madhya Pradesh.

**Subject: Submission of Bid and Undertaking for the Work – .....**

**Sir/Madam,**

Having examined the Bid Documents including the Notice Inviting Tender (NIT), Instructions to Bidders (ITB), Conditions of Contract, Specifications, Drawings, Bill of Quantities, and all related Annexures, I/We, the undersigned, hereby submit our bid for the above-mentioned work and agree to abide by all the terms, conditions, and obligations stipulated therein.

I/We hereby undertake and confirm that:

**1. Site Inspection and Awareness of Conditions**

I/We have visited the site and fully acquainted myself/ourselves with all conditions likely to affect the execution of the work and undertake not to raise any claim on account of lack of knowledge of site or local conditions.

**2. Acceptance of All Tender Conditions**

I/We unconditionally accept all terms, conditions, and stipulations of the bid document, including any addenda and corrigenda issued, and undertake to execute the work strictly as per the specifications and directions of the Engineer-in-Charge.

**3. Quoted Rate and Price Basis**

I/We have quoted a single percentage rate above, below, or at par over the Bill of Quantities, which includes all applicable taxes, duties, and levies, except GST. I/We understand that omission to specify “above”, “below”, or “at par” shall render the bid non-responsive.

**4. Work Experience and Financial Qualification**

I/We meet all prescribed technical and financial eligibility criteria regarding experience, turnover, and bid capacity, and have enclosed supporting documents duly certified by a Chartered Accountant. The value of works executed in previous years has been updated to the current price level as per tender conditions.

**5. Performance Security**

I/We undertake to furnish the required **Performance Security and Additional Performance Security (if applicable)** within the prescribed time limit as per the bid conditions. I/We further understand that failure to do so shall invite action as specified in the tender document, including forfeiture of EMD and cancellation of bid acceptance.

**6. Authenticity of Information**

I/We confirm that all statements, documents, and certificates submitted with this bid are true, complete, and authentic. Any misrepresentation or concealment of facts shall entitle the Employer to cancel our bid, forfeit our EMD, and take appropriate legal action.

**7. Non-Blacklisting Declaration**

I/We declare that neither I/We nor any of our partners, directors, or authorized signatories have been blacklisted, debarred, or suspended by any Government department, PSU, or authority as on the date of bid submission.

**8. Commencement and Completion of Work**

I/We undertake to commence the work immediately upon signing the contract agreement (which shall serve as notice to proceed) and to complete it within the time stipulated in the tender documents.

**9. Compliance with Contract Provisions**

I/We agree to comply with all provisions of the Conditions of Contract, including those relating to liquidated damages, defect liability, quality control, safety, and dispute resolution.

**Declaration**

I/We hereby declare that I/We have read, understood, and accepted all the provisions, terms, and conditions of the tender documents and undertake full responsibility for their observance and compliance throughout the execution of the contract.

**Signature of Bidder / Authorized Signatory:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

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

**Contact No.:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Seal of Firm**

**FORM C-2CHECKLIST****Checklist of Documents for Basic Eligibility**

Sl. No.	Description	Whether Submitted (Yes/No)
1	Covering Letter (Form C1)	Yes / No
2	Organizational Details of the Bidder (Form C3)	Yes / No
3	Authorization Letter for Digital Signing of Bid (Form C4)	Yes / No
4	In case the EMD is permitted in the form of BG/e-BG, the scanned copy of the same shall be attached (as per Form C-5).	If Applicable Yes / NA
5	Duly notarized and signed affidavit on the on a non-judicial stamp of ₹1000/- in the prescribed format (Annexure-C-6).	Yes / No
6	In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate, if Applicable	If Applicable Yes / NA
7	MPPWD Registration Certificate/ evidence of having applied for registration.	Yes / No
8	Firm Registration Certificate / Partnership Deed / Articles of Association.	Yes / No
9	Permanent Account Number (PAN) and Tax Account Number (TAN) issued by Income Tax Department.	Yes / No
10	GST Registration Certificate issued by the concerned authority.	Yes / No
11	EPF Registration Certificate issued by the Provident Fund Commissioner.	Yes / No

**The copy of the document as per checklist above shall be enclosed in Bid Envelop A**

Note: The checklist provided herein is not exhaustive. The bidder shall be fully responsible for reviewing the entire bid document and ensure that all requirements, drawings, specifications, and conditions are duly complied with.

**PRE-QUALIFICATION CHECKLIST****Pre-qualification Checklist**

<b>Sl. No.</b>	<b>Description</b>	<b>Whether Submitted (Yes/No)</b>
<b>1.</b>	Work Experience Detail (Form D1)	Yes / No
<b>2.</b>	Certificate of Average Annual Turnover (Form D2)	Yes / No
<b>3.</b>	Detail Existing Commitment for assessing Bid Capacity (Form D3)	Yes / No
<b>4.</b>	List Of Technical Personnel for the Key Positions (Form D4)	Yes / No
<b>5.</b>	List Of Key Equipment's/ Machines for Quality Control Lab (Form D5)	Yes / No
<b>6.</b>	List of Key Plant, Equipment's and Machines for Construction Work (Form D6)	Yes / No
<b>7.</b>	Documents related to Special Eligibility Criteria (Annexure E)	Yes / No

**The copy of the document as per checklist above shall be enclosed in Bid Envelop B**

Note:

- The checklist provided herein is not exhaustive. The bidder shall be fully responsible for reviewing the entire bid document and ensure that all requirements, drawings, specifications, and conditions are duly complied with.
- It is clarified that the forms D-1, D-2, D-3 & E are part of the pre-qualification criteria while forms D-4, D-5 & D-6 shall not be the basis of disqualification.

**FORM C-3: ORGANIZATIONAL DETAILS****Organizational Details**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of Organization	
2.	Legal Status (Individual/ Proprietary Firm/ Partnership Firm Registered under Partnership Act)/ Limited Company, (Registered under the Companies Act-1956)/ Corporation/ Joint Venture)	
3.	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	Registration No. _____ Date _____ Valid till _____ (Scanned copy of Registration to be uploaded)
4.	Registered Address	
5.	Correspondence Address	
6.	Telephone Number with STD Code	
7.	Email ID	
8.	GST Number (Attach copy of Document)	
9.	PAN Number (Attach copy of Document)	
10.	TAN Number (Attach copy of Document)	
11.	EPF No. (Attach copy of Document)	
<b>Details of Authorized Representative</b>		
13.	Name	
14.	Aadhar No. (Attach copy of Document)	
15.	Designation	
16.	Postal Address	
17.	Telephone Number with STD Code	
18.	Mobile Number	
19.	E-mail Address	

Note : In case of Joint Venture all the details as described above are to be separately submitted for the Lead Partner as well as the other partner.

**Signature of Bidder with Seal**

**FORM C-4: AUTHORIZATION LETTER FOR SIGNING OF BID**

**Authorization Letter for Digital Signing of Bid**

*(To be printed on the bidder's {in case of JV Lead Bidder's} official letterhead and scanned for upload along with the bid)*

**AUTHORIZATION LETTER**

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

To  
The Tender Inviting Authority,  
.....

**Subject:** Authorization for Digital Signing and Submission of Bid

Sir/Madam,

We, the undersigned, hereby authorize **Mr./Ms. [Full Name], [Designation]**, holding **Aadhaar No./Employee ID No. [\_\_\_\_\_]**, to act as our **authorized representative** for the purpose of digitally signing, submitting, and executing all documents, correspondence, clarifications, and undertakings related to the following tender:

**Name of Work:** \_\_\_\_\_

**NIT No.:** \_\_\_\_\_

**Tender ID:** \_\_\_\_\_

We confirm that the said authorized representative is competent and fully empowered to:

1. Digitally sign and submit the bid and all accompanying documents on the e-procurement portal on our behalf;
2. Participate in bid opening, clarification, and correspondence with the Employer/Engineer; and
3. Accept and sign any modifications, addenda, or communications related to the bid process.

This authorization shall remain valid **for the entire duration of the bidding process** and, in the event of award, until the signing of the contract agreement and submission of performance security, unless revoked earlier in writing.

We hereby undertake that all acts done by the said authorized representative in connection with the above tender shall be deemed to have been done with our full knowledge, consent, and authority, and shall be binding on us.

**For and on behalf of:**

**Name of Firm / Company / Joint Venture:** \_\_\_\_\_

**Registered Address:** \_\_\_\_\_

**GSTIN:** \_\_\_\_\_ **PAN:** \_\_\_\_\_

Name	Designation	Signature	Date
1. _____	_____	_____	_____
2. _____	_____	_____	_____

*(In case of a Joint Venture, this letter shall be signed by all partners or by the Lead Partner on behalf of the JV as per the Power of Attorney.)*

**Acceptance by Authorized Representative**

I, **Mr./Ms. [Name]**, accept the above authorization and undertake to act on behalf of the firm in accordance with the powers delegated to me.

**Signature:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

**Mobile No.:** \_\_\_\_\_

**Email ID:** \_\_\_\_\_

**FORM C-5: FORMAT FOR BID SECURITY**

**FORMAT FOR BID SECURITY (BANK GUARANTEE / e-BG)**

(IN case of e-BG, the same to be issued as per process e-BG Model Introduced by  
NeSL at <https://nesl.co.in/e-bg-overview/>)

**No.:** \_\_\_\_\_

**Date:** \_\_\_ / \_\_\_ /

**Amount:**  \_\_\_\_\_

**Expiry Date:** \_\_\_ / \_\_\_ / 202\_\_

To,

**The <Authorized officer>**

<Employer.....>

Division \_\_\_\_\_,

District \_\_\_\_\_,

Madhya Pradesh.

**WHEREAS**

\_\_\_\_\_ (Name of Bidder) having its registered office at  
\_\_\_\_\_ (hereinafter called “*the Bidder*”) has  
submitted its bid for the work “\_\_\_\_\_”  
(hereinafter called “*the Bid*”) against NIT No. \_\_\_\_\_ for the value of   
\_\_\_\_\_.

**AND WHEREAS**

it has been stipulated in the said Bidding Documents that the Bidder shall furnish to the Employer a **Bid Security (Earnest Money)** in the form of a **Bank Guarantee / e-BG** issued by a Nationalized or Scheduled Bank for the sum specified therein as a guarantee to the Employer for compliance with all obligations of the Bidder under the said bid conditions.

**NOW THEREFORE**

we, \_\_\_\_\_ (Name of Bank), having our branch at  
\_\_\_\_\_ (Address of Bank), hereby  
unconditionally and irrevocably guarantee and undertake to pay to the Employer,  
immediately on demand and without any demur, reservation, recourse, contest or protest, and

without reference to the Bidder, any sum not exceeding  \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only).

### TERMS AND CONDITIONS

1. This guarantee / e-BG shall remain valid and in full effect for a period of **45 (forty-five) days** beyond the original validity of the Bid or any extension thereof as may be requested by the Employer.
2. Any demand made by the Employer under this guarantee shall be final, conclusive, and binding on us, notwithstanding any dispute or objection by the Bidder.
3. The Bank undertakes to honour and pay the amount claimed under this guarantee within **48 hours** of receipt of the written demand from the Employer, without requiring any proof of the claim or conditions fulfilled by the Employer.
4. We further undertake not to revoke this guarantee during its currency without prior written consent of the Employer.
5. The obligations of the Bank under this guarantee shall be absolute and unconditional and shall not be affected by any variation in the terms of the Bid or by any indulgence, forbearance, or compromise granted by the Employer.
6. This guarantee may be furnished in physical form or as an **e-BG** generated through a secured digital platform (such as the National e-Bank Guarantee Portal or equivalent system approved by the Reserve Bank of India and the Ministry of Finance, Government of India).
7. The Employer shall be entitled to verify the authenticity of the e-BG through the issuing bank's verification portal or NEBG system, and the same shall have full legal validity equivalent to a stamped physical guarantee.
8. This guarantee shall be governed by and construed in accordance with the laws of India, and shall be enforceable in in the Courts of law in **Madhya Pradesh**.

### NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- Our liability under this Bank Guarantee/ e-BG shall not exceed  \_\_\_\_\_.
- This guarantee / e-BG shall remain valid up to **(date)**; and
- Unless a written demand or claim under this guarantee is received by us on or before the expiry date, all rights of the Employer shall stand extinguished, and we shall be relieved of all liabilities hereunder.

### IN WITNESS WHEREOF

the Bank, through its authorized officer, has executed this guarantee under its seal on the day, month, and year first above written.

**For and on behalf of the Bank**

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bank: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**(Authorized Signatory of the Bank)**

**Witnesses:**

1. \_\_\_\_\_ (Signature, Name & Address)
2. \_\_\_\_\_ (Signature, Name & Address)

**Note:**

1. The Bid Security may be submitted either as a **Physical Bank Guarantee** or an **Electronic Bank Guarantee (e-BG)** generated through an authorized banking platform.
2. The e-BG shall be verifiable through the issuing bank's online portal or National e-BG system and shall not require a physical signature or stamp.
3. The detailed process regarding preparation of e-BG can be viewed on <https://nesl.co.in/e-bg>

**FORM C-6: Format of Affidavit**

**To be submitted along with bid in Envelope A**

*To be Executed on a Stamp Paper for applicable amount as per Indian Stamp (Madhya Pradesh Amendment) Act, 2025*

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 qualification is correct.
3. No close relative of the undersigned and our firm/company is working with 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 3 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 atleast one callender day before opening of the bid.

## ANNEXURE – D: PRE-QUALIFICATIONS CRITERIA

**Applicable only for the work having PAC more than Rs. 2 Crore for Road and Bridge and Rs. 1 Crore for Building Work.**

### A. WORK EXPERIENCE

1. The bidder must have satisfactorily executed the following works during the last five years preceding from the date of bid submission deadline:
  - a. **Two** similar works, each costing not less than **30% of the PAC**; or
  - b. **One** similar work of aggregate cost not less than **50% of the PAC**.
2. Incomplete or ongoing works shall also be considered for evaluation, provided that the payment received against each such work is more than the threshold value as per the above criteria and that such works include all major components of similar nature as required under the present contract.
3. The bidder shall submit Work Orders along with Completion Certificates and/or Payment Certificates issued by competent authorities to substantiate the experience claimed under this criterion.
4. In case of Joint Venture, the Lead Partner is required to satisfy the following work experience criteria.

**One similar work costing not less than 30% of the PAC However, the other partner of the Joint Venture has to satisfy at least one similar work costing not less than 20% of the PAC.**
5. In the Case of JV, the work experience criteria may be satisfied independently or jointly by all the partners, but Lead Partner must meet 51% of criteria in terms of number of eligible projects.
6. **Detail of eligible works claimed under these criteria, shall be provided in the format prescribed as “Form D1”**

### B. ANNUAL AVERAGE TURNOVER

1. The bidder should have achieved an average annual turnover, from construction activities, of not less than **50% of the Probable Amount of Contract (PAC)** during the last five (5) financial years, ending on 31<sup>st</sup> March of the previous financial year. For the purpose of evaluation, the value of work executed in previous years shall be updated to the current price level by giving a 10% weightage per year on a compounding basis.
2. Turnover from Construction Work shall be certified by a Chartered Accountant based on audited financial statements. In case the audited financial statements of the immediately preceding financial year are not available the turnover based on provisional financial statement duly certified by the CA shall be considered.
3. The bidder shall submit audited balance sheets and CA certificate as supporting documents for Annual turnover.
4. In case of Joint Venture, Lead Partner must meet at least 51% and other partner must meet at least 26% of the Annual Average Turnover criteria independently. However, the sum of turnover of both the partners should satisfy the criteria for the sole bidder.

**5. Detail of turnover under this criteria, shall be provided in the format prescribed as “Form D2”**

**C. BID CAPACITY**

1. Bidders who satisfy the minimum qualifying criteria shall be considered eligible for award of work up to their available Bid Capacity, which shall not be less than the Probable Amount of Contract (PAC).
2. The Bid Capacity shall be calculated as follows:

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

**Where:**

- A = Maximum value of civil engineering works executed in any one financial year during the last five years. To bring the value of executed works to the current price level, a weightage of 10% per year shall be applied on a compounded basis.
  - B = Number of years prescribed for completion of the work for which the tender is invited.
    - A period up to 6 months shall be taken as 0.5 year,
    - A period of more than 6 months and up to 1 year shall be taken as 1 year, and
    - For any period beyond 12 months, the actual completion period specified in the NIT (in months divided by 12) shall be considered.
  - C = Value of works currently in hand. This shall include:
    - Existing commitments,
    - Ongoing works scheduled to be completed within the period of completion of the work for which the present bid is invited.
3. In case of Joint Venture, Bid Capacity criteria may be satisfied independently or jointly by all the partners, but Lead Partner must meet minimum 51% of required bid capacity and other partner should satisfy minimum 26% of required bid capacity. The sum of bid capacities of both the partners should satisfy the criteria for the sole bidder.
  4. **Detail of Bid Capacity calculated under these criteria, shall be provided in the format prescribed as “Form D3”**

**D. DEPLOYMENT OF ESSENTIAL MANPOWER**

1. The Bidder if selected as Contractor, shall deploy, at all times during the execution of the work, adequate technical and supervisory staff possessing qualifications and experience commensurate with the nature and scope of the project. The essential manpower shall include, but not be limited to, the following:

<b>List of Key technical personnel for the key positions</b>				
<b>&lt;Department Specific&gt;</b>				
<b>Key Personnel</b>	<b>Nos.</b>	<b>Name</b>	<b>Qualification / Experience</b>	<b>Responsibility</b>

- 2. The details of such key technical personnel proposed to be deployed for the project shall be furnished by the bidder in Form-D4 of the bid document.**

## **E. SITE LABORATORY AND QUALITY CONTROL FACILITIES**

### **<Department Specific>**

1. The Contractor shall establish and maintain a fully functional Site Laboratory at or near the project site at his own cost, for the entire duration of the project. The laboratory shall be equipped with essential testing instruments and facilities required for routine and special tests as prescribed in the *Specifications, MORTH Guidelines, BIS Codes*, and instructions of the Engineer-in-Charge.
2. The Site Laboratory shall be constructed in a suitable location approved by the Engineer-in-Charge, with adequate space, ventilation, power supply, water connection, and safety arrangements for testing of construction materials and finished works.
3. The Contractor shall install, commission, and maintain the essential testing equipment in the Site Laboratory to ensure continuous quality monitoring. The minimum list of laboratory equipment required for the project shall include, but not be limited to:
  - a. Manual & Automatic Concrete cube testing machine (CTM)
  - b. Sieves sets (IS sieves for coarse and fine aggregates)
  - c. Oven and weighing balance (sensitivity as per IS standards)
  - d. Slump cone and compaction test apparatus
  - e. Bitumen extractor and penetration test apparatus (for BT works)
  - f. Marshall stability test apparatus
  - g. Water permeability testing apparatus (for bridge and CC works)
  - h. Compressive strength moulds and curing tanks
  - i. Soil testing equipment (proctor, liquid/plastic limit apparatus, sand replacement, etc.)
  - j. Thermometers, hygrometers, and moisture meters
  - k. Rebound Hammer
  - l. Any other equipment as required by Engineer-in Charge
- 4. Calibration of Testing Equipment**
  - a. All testing and measuring instruments installed in the Site Laboratory shall be calibrated by a NABL-accredited agency or an institution recognized by the Government / manufacturer, prior to commencement of work and thereafter at intervals as specified by the Engineer-in-Charge.
  - b. Calibration certificates shall clearly mention the date of calibration, validity period, and traceability reference.
  - c. Valid calibration certificates for each equipment shall be maintained at the site and made available for inspection by the Engineer-in-Charge at all times.
- 5. Verification and Inspection of Site Laboratory**
  - a. The Engineer-in-Charge or his authorized representative shall verify the establishment, functioning, and equipment of the Site Laboratory prior to commencement of major works.

- b. The Employer reserves the right to inspect, test, and verify the functionality and calibration of equipment at any stage of the project execution.
- c. Non-establishment of the laboratory, absence of essential equipment, or non-calibration shall constitute non-compliance of quality control provisions and may lead to withholding of payments, penalties, or stoppage of work until compliance.

**5. Deployment of Laboratory Personnel**

- a. The Contractor shall deploy, on a full-time basis, qualified and experienced laboratory personnel at the site laboratory for conducting and recording all material and work tests..
  - b. The details of such staff shall be furnished to the Engineer-in-Charge prior to commencement of work, and any change or replacement shall be immediately communicated and got approved.
6. The Contractor shall maintain proper records of all tests carried out at the site laboratory, in formats approved by the Engineer-in-Charge. Test results shall be signed by the Quality Control Engineer and countersigned by the departmental representative. A copy of each test report shall be submitted weekly or as directed by the Engineer-in-Charge.
7. Failure to establish and operate the Site Laboratory, or to deploy the required staff and equipment, shall be treated as a breach of contract conditions. The Engineer-in-Charge may impose penalties, suspend payments, or take such corrective actions as deemed necessary until satisfactory compliance is achieved.

**F. DEPLOYMENT OF ESSENTIAL PLANT, EQUIPMENT AND MACHINERY**

**<Department Specific>**

1. The Bidder, if selected as Contractor, at all times during execution of the work, shall deploy and maintain in good working condition all essential plant, equipment, and machinery required for timely, safe, and quality execution of the project.
2. The type, capacity, and number of equipment to be deployed shall be commensurate with the nature, quantum, and complexity of work as specified in the Bid Documents or as directed by the Engineer-in-Charge.
3. The list of minimum essential plant, equipment, and machinery to be deployed for the following categories of works shall be as prescribed by the Employer from time to time and indicated in the bidding document:

Sr. No.	Plant/ Machine/ Equipment Name	Requirement for the project having PAC less than Rs. 20 Crore			Requirement for the project having PAC equal to or more than Rs. 20 Crore		
		Number	Age	Proof of Ownership / lease/ hire	Number	Age	Proof of Ownership / lease /Hire Required
For CC Road Works							
1							
2							
3							
....							
For BT Road Works							
1							
2							
3							
....							
For Bridge Works							
1							

2							
3							
....							
For Works	Building						
1							
2							
3							
....							

4. These lists shall be used as a reference for determining essential deployment at site.
5. The bidder shall submit, along with the bid an undertaking that it shall deploy the equipment's listed above for the subject project and the bidder either owns these equipment's or shall arrange them on lease / hire for execution of work at appropriate time during construction.
6. Non-deployment of essential equipment, failure to maintain required machinery in operational condition. The Engineer-in-Charge shall have the right to impose penalties, suspend payments, or take such remedial action as may be deemed necessary to ensure compliance.
7. The undertaking shall be given in Form–D6.

**FORM D1: DETAILS OF WORK EXPERIENCE****DETAILS OF WORK EXPERIENCE***(To be submitted by the Bidder on Letterhead and certified by the Authorized Signatory)*

Name of Work: \_\_\_\_\_

Name of Bidder / Firm: \_\_\_\_\_

A. Summary of Similar Works Executed During the Last Five Financial Years (including current year up to bid submission date)

**Project 1:** .....

<b>Sr. No.</b>	<b>Particular</b>	<b>Detail</b>
<b>1.</b>	<b>Name &amp; Address of Employer / Client (with contact details)</b>	
<b>2.</b>	<b>Nature of Work (Road / Bridge / Building / Other)</b>	
<b>3.</b>	<b>Agreement / Work Order No. &amp; Date Attache copy of Work Order/Agreement</b>	
<b>4.</b>	<b>Name of the Agency who has signed Agreement.</b>	
<b>5.</b>	<b>Value of Contract ( <input type="checkbox"/> in lakh / crore)</b>	
<b>6.</b>	<b>Start Date (DD/MM/YYYY)</b>	
<b>7.</b>	<b>Stipulated Completion Date as per contract</b>	
<b>8.</b>	<b>Actual Completion Date</b>	
<b>9.</b>	<b>Status (Completed / Ongoing) Mention Date of completion, if completed</b>	
<b>10.</b>	<b>Percentage of Work Completed (%), if incomplete</b>	
<b>11.</b>	<b>Value of Work Executed by Bidder till the date of bid submission ( <input type="checkbox"/> ) Attach Payment Certificate</b>	
<b>12.</b>	<b>Physical progress of completed portion of the ongoing work (item wise)</b>	
<b>13.</b>	<b>Remarks</b>	

**Note :** (1).The above details shall be submitted for each eligible project claimed for work experience.

(2). As regards to the cost of completed or payment received for ongoing work, no up-dation factor shall be applied. The actual payment received by the contractor against the subject work shall only be considered for work experience criteria.

**B. Supporting Documents to be Enclosed (for each work):**

1. Copy of Work Order / Agreement.
2. Completion Certificate (in case of completed works) /
3. In case of ongoing works, the payment received must exceed the qualifying threshold as per eligibility criteria. Payment Certificate shall clearly mention:
  - a. Value of work executed,
  - b. Nature and type of work,
  - c. Date of commencement and stipulated completion date,
  - d. The item wise physical progress of quantities executed of various items of work like Earth Work, GSB, WMM, DBM, BC, Concrete, etc.. This shall be different for different of kind of works like for building work, bridge work or works of other departments.
  - e. Signature and seal of competent authority of the client.

**C. Declaration by the Bidder**

I/We hereby declare that:

4. The above details of similar works executed / in progress are true and correct to the best of my/our knowledge and belief.
5. The information furnished corresponds with the supporting documents enclosed.
6. I/We understand that incomplete or misleading information may result in disqualification of our bid and forfeiture of our Earnest Money Deposit (EMD).
7. I/We authorize the Employer to verify any or all information provided herein with the concerned authorities, departments, or clients.

Date:.....

Place:.....

Signature of Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Seal of Firm

**FORM D2: CERTIFICATE OF AVERAGE ANNUAL TURNOVER****Certificate of Average Annual Turnover (on Construction Works)**

*(To be issued by a Chartered Accountant on letterhead with seal, signature, and UDIN)*

**To whom it may concern**

This is to certify that the following details of Annual Turnover on Construction Works of M/s \_\_\_\_\_ [Name of Bidder/Firm], having registered address at \_\_\_\_\_, PAN No. \_\_\_\_\_, are verified from the audited books of accounts and relevant financial records maintained by the firm.

The turnover pertains exclusively to construction works executed or in progress and has been verified for the last five financial years.

**Details of Turnover with up-dation to bring at Current Price Level**

<b>Financial Year</b>	<b>Turnover from Construction Works</b> (□ in Lakhs)	<b>Weightage Applied @ 10% per year (Compounded)</b>	<b>Updated Value at Current Price Level</b> (□ in Lakhs)	<b>Remarks (if any)</b>
		<b>1.0</b>		
		<b>1.1</b>		
		<b>1.21</b>		
		<b>1.33</b>		
		<b>1.46</b>		
<b>Total (A)</b>			<b>(B)</b>	
<b>Average Annual Turnover = (B / No. of Years Considered)</b>			□ _____	

**Certification by Chartered Accountant**

1. The Average Annual Turnover of M/s \_\_\_\_\_ on construction works, after updating to the current price level by applying a 10% weightage per year on a compounding basis, is  \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. The turnover figures are based on the audited financial statements of the firm for the last five financial years, except for the financial year \_\_\_\_\_, where provisional statements have been relied upon, duly authenticated by the undersigned Chartered Accountant.
3. This certificate is issued based on verified records and is true to the best of our knowledge and belief.

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**For M/s** \_\_\_\_\_

**(Chartered Accountants)**

**Firm Registration No.:** \_\_\_\_\_

**Membership No.:** \_\_\_\_\_

**UDIN:** \_\_\_\_\_

**Signature & Seal of Chartered Accountant**

Notes:

- The bidder shall enclose audited balance sheets, profit & loss accounts, and relevant notes for the financial years considered above.
- Turnover on construction works only shall be considered for eligibility.

**FORM D3:DETAILS OF EXISTING COMMITMENTS AND ONGOING WORKS**

**DETAILS OF EXISTING COMMITMENTS AND ONGOING WORKS**

*(To be submitted by the bidder on letterhead)*

**Name of Bidder / Firm:** \_\_\_\_\_

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

**PAN:** \_\_\_\_\_

**GSTIN:** \_\_\_\_\_

**A. Details of Works in Hand / Existing Commitments**

S. No.	Name of Work / Project	Name of Employer / Client	Agreement No. & Date	Contract Amount (□ in Lakhs)	Stipulated Date of Completion	Value of Work Completed to Date (□ in Lakhs)	Balance Work Remaining (□ in Lakhs)	Remarks (if any)
1.								
2.								
3.								
Total (C)								

**B. Declaration by Bidder**

I/We hereby declare that the above information is true and correct to the best of my/our knowledge and belief. The value of ongoing works and existing commitments shown above includes all:

- Works currently in progress, and
- Works for which the work orders have been issued, or the agreement has been signed.

I/We understand that misrepresentation of data may lead to disqualification and forfeiture of Bid Security.

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

Authorized Signatory: \_\_\_\_\_  
(Name & Designation)

For M/s: \_\_\_\_\_  
(Seal & Signature of the Bidder)

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

Place: \_\_\_\_\_

Notes:

1. Values shall be stated in Lakhs and rounded off to two decimal places.
2. The value of work to be executed during the completion period of the present bid shall be computed proportionately.
3. This annexure will be used for computing “C” in the Bid Capacity formula:

**FORM D4: DETAIL OF MANPOWER**

**UNDERTAKING FOR DEPLOYMENT OF TECHNICAL STAFF AS PER THE REQUIREMENT OF BID DOCUMENT**

*(To be submitted by the Bidder on Letterhead and certified by the Authorized Signatory)*

**Name of Work:** \_\_\_\_\_

**Name of Bidder / Firm:** \_\_\_\_\_

I hereby undertake to deploy following personnel for the subject project as described in the bid document.

**A. Declaration of Proposed Engineering / Technical Staff**

S. No.	Designation / Role in Project	No. of person	Qualification	Experience
1				
2				
3				

I/We hereby further declare that:

1. In case of projects where Project Manager is required to be deployed, the **Project Manager** shall act as the **single point of contact** for all site correspondence, coordination, progress review, and quality control activities with the Engineer-in-Charge.
2. In the event of leave, resignation, or absence of the Key Personnel exceeding **30 days**, I/We shall immediately intimate the Engineer-in-Charge in writing and nominate suitable replacement of equivalent qualification and experience.
3. Any change or replacement of key personnel shall be made only with prior approval of the Engineer-in-Charge.

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**Signature of Authorized Signatory:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Seal of Firm**

**FORM D-5:DETAILS OF SITE LABORATORY**

**DETAILS OF SITE LABORATORY, EQUIPMENT, AND QUALITY CONTROL  
PERSONNEL**

*(To be submitted by the Bidder on Letterhead and certified by the Authorized Signatory)*

**Name of Work:** \_\_\_\_\_

**Name of Bidder / Firm:** \_\_\_\_\_

I hereby undertake to deploy following Laboratory Setup for the subject project as described in the bid document.

I/We hereby further declare that:

1. The details furnished above regarding the proposed Site Laboratory, shall be equipped with all necessary equipment's and personnel required for the quality control of material & finished work as described in the Bid Document.
2. All essential testing equipment listed will be installed, calibrated, and made functional at the site before commencement of major construction activities.
3. Qualified and full-time laboratory staff shall be deployed throughout the project execution period.
4. All equipment shall be maintained in proper working condition with valid calibration certificates, available for inspection at any time by the Engineer-in-Charge.
5. Any change or addition in laboratory equipment or personnel shall be immediately intimated to the Engineer-in-Charge for approval.

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**Signature of Authorized Signatory:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Seal of Firm**

**FORM D-6: DETAILS OF PLANT, EQUIPMENT AND MACHINERY  
UNDERTAKING FOR DEPLOYMENT OF PLANT, EQUIPMENT AND  
MACHINERY FOR PROJECT EXECUTION**

*(To be submitted by the Bidder on Letterhead and certified by the Authorized Signatory)*

**Name of Work:** \_\_\_\_\_

**Name of Bidder / Firm:** \_\_\_\_\_

I hereby undertake to deploy following Plant & Equipment's for the subject project as described in the bid document.

S. No.	Name & Type of Equipment / Machinery	No.	Remarks
1.			
2.			
3.			
4.			
5.			
6.			
7.			

I/We hereby further declare that:

1. The above list represents all essential plant, equipment, and machinery proposed to be deployed for the execution of the project.
2. All equipment requiring calibration shall be duly calibrated before use, and valid calibration certificates shall be maintained at the site during project execution.
3. I/we shall deploy additional plants & equipment's as may be required for completion of the work within stipulated time period as and when required.

4. The Employers shall have full right to inspect and verify the equipment and related documents at any time during the contract period.

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**Signature of Authorized Signatory:** \_\_\_\_\_

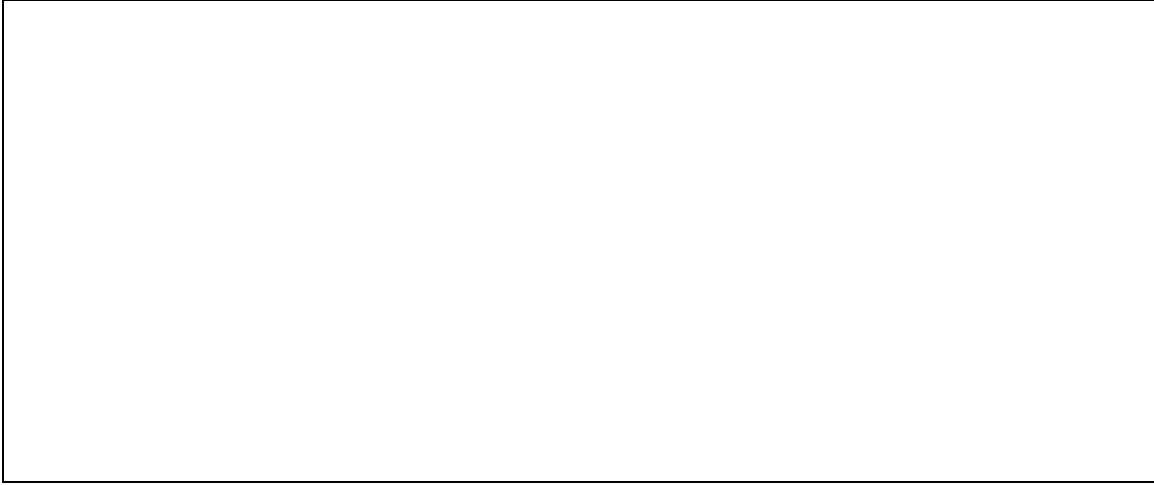
**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Seal of Firm**

**ANNEXURE – E:SPECIAL ELIGIBILITY CRITERIA**



**ANNEXURE – F: FORMAT OF LETTER OF ACCEPTANCE (LOA)**

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

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

To,

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

(Full Name and Address, Phone/Email of the Contractor)

**Subject: Acceptance of Bid for the Work –** \_\_\_\_\_

(Name of Work as appearing in the Bid Document)

Sir / Madam,

Your bid for the above-mentioned work has been accepted on behalf of the Governor of Madhya Pradesh at your quoted percentage of \_\_\_\_\_% (below / above / at par) the Bill of Quantities and item-wise rates contained therein.

You are hereby requested to comply with the following within fifteen (15) days from the date of issue of this Letter of Acceptance (LOA):

**1. Submission of Performance Security:**

Submit the Performance Security amounting to  \_\_\_\_\_ only in the form of a Fixed Deposit Receipt or Bank Guarantee issued by any Nationalized or Scheduled Commercial Bank, valid up to three (3) months beyond the expiry of the Defects Liability Period.

- 2. Submission of Additional Performance Security:** Submit the Additional Performance Security amounting to  \_\_\_\_\_ only in the form of a Fixed Deposit Receipt or Bank Guarantee issued by any Nationalized or Scheduled Commercial Bank, valid up to three (3) months beyond the time allotted for work execution.

**3. Execution of Contract Agreement:**

Execute the Contract Agreement for the aforesaid work with this office in the prescribed format.

**Commencement of Work:**

Please note that the time allowed for carrying out the work, as stipulated in the bid, is \_\_\_\_\_ months (including / excluding the rainy season), and shall be reckoned from the date of signing the Contract Agreement.

The signing of the Contract Agreement shall be deemed as intimation to commence work, and no separate letter for commencement shall be issued. Accordingly, after execution of the agreement, you are directed to contact the Engineer-in-Charge immediately for taking possession of the site and obtaining necessary instructions for commencement.

Please acknowledge receipt of this letter and confirm acceptance of the above conditions.

Yours faithfully,

(\_\_\_\_\_)

Authorized officer

(Name of Department) \_\_\_\_\_, \_\_\_\_\_ Division

Copy to:

1. The Superintending Engineer .....
2. The Chief Engineer, .....
3. The Accounts Officer, .....
4. Office Copy

**ANNEXURE – G:FORMAT OF PERFORMANCE GUARANTEE**

(In case of Bank Guarantee)

**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 a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

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

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

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

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

This guarantee shall be valid till ..... including (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 .....

**ANNEXURE – H:FORMAT OF ADDITIONAL PERFORMANCE GUARANTEE**

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 a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

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

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

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

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

This guarantee shall be valid till ..... including (3 (three) months from the date of completion of the work.

Signature, Name and Seal of the guarantor .....

Name of Bank .....

Address .....

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

Date .....

**ANNEXURE – I: CALCULATION OF ADDITIONAL PERFORMANCE  
GUARANTEE (APG)**

**1. Applicability and Determination:**

The requirement of the *Additional Performance Guarantee (APG)* shall be determined based on the percentage below the *Schedule of Rates (SOR) / Probable Amount of Contract (PAC)* quoted by the bidder, as follows:

- a) **No Additional Performance Guarantee** shall be required if the quoted rates are up to 10% below the Schedule of Rates (SOR) / Probable Amount of Contract (PAC).
- b) For bids quoting rates **between 10% and 20% below** SOR/PAC, the APG shall be calculated as:

$APG = PAC \times \text{rates below SOR beyond 10\%}$

- c) For bids quoting rates **more than 20% below** SOR/PAC, the APG shall be calculated as:

$$APG=A+B$$

where:

- $A = PAC \times (\text{Percentage below SOR beyond 10\% up to 20\%})$
- $B = PAC \times (\text{Percentage below SOR beyond 20\%}) \times 2$

**2. Form of APG:**

The APG shall be furnished by the successful bidder in the form and manner as mentioned in the Bid Document

**SECTION 3 GENERAL CONDITIONS OF CONTRACT****TABLE OF CLAUSES GCC**

Clause No	Particulars	Clause No	Particulars
	<b>A. General</b>	21	Payments for Variations and / or Extra Quantities
1	Definitions	22	Recovery from Contractors
2	Interpretations and Documents	23	Tax
3	Language and Law	24	Measurements of Work Done
4	Communications	25	Termination by Engineer-in-Charge
5	Subcontracting	26	Foreclosure of the Contract
6	Deployment of Staff, Permissions & Clearances	27	Termination due to employers Default
7	Force Majeure	28	Payment upon Termination
8	Contractor's Risks	29	Performance Security & Additional Performance Security
9	Liability For Accidents to Person	30	Security Deposit
10	Compliance with specifications, standards, drawings and orders	31	Price Adjustment
11	Dismantled materials, discoveries, and government ownership	32	Mobilization and Construction Machinery Advance
12	Dispute Resolution System	33	Secured Advance
	<b>B. Time Control</b>	34	Payments Certificates
13	Work Programme		<b>E. Finishing the Contract</b>
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	Final Account
		37	Services to be performed during DLP
16	Contractor's quoted percentage		<b>F. Other Conditions of Contract</b>
	<b>C. Quality Control</b>	38	Currencies
17	Quality Assurance Plan	39	Labour
18	Tests	40	Compliance with Labour Regulations
	<b>D. Cost Control</b>	41	Audit and Technical Examination
19	Variations - Change in original Specifications, Designs, Drawings etc.	42	Death or Permanent Invalidity of Contractor
20	Extra Items	43	Jurisdiction

## A. GENERAL

### 1. DEFINITIONS

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

- 1.14 Employer: means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denotes the Employer.
- 1.15 Engineer-in-Charge : means the person named in the Contract Data.
- 1.16 Equipment: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.17 Government: means Government of Madhya Pradesh.
- 1.18 In Writing: means communicated through registered mail / email.
- 1.19 Material: means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.20 Superintending Engineer: means Superintending Engineer-in-Charge of the Circle concerned.
- 1.21 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.
- 1.22 Specification: means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.23 Start Date: means the date of signing of agreement for the work.
- 1.24 Sub-Contractor: means a person or corporate body who has a Contract with the Contractor, duly authorized by the Employer as per the provisions of the Contract to carry out a part of the construction work under the Contract.
- 1.25 Temporary Work: means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.26 Tender/Bid, Tender/Bidder: are the synonyms and carry the same meaning where ever used.
- 1.27 Variation: means any change in the work which is instructed or approved as variation under this contract.

- 1.28 Work: The expression "work" or "works" wherever 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 as the case may be.

## **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:**

- a. Contract Agreement
- b. Letter of Acceptance
- c. Power of Attorney for signing of the Bid
- d. Financial & Technical Bids
- e. Conditions of Contract:
  - i. Part I General Conditions of Contract and the Contract Data; with allAnnexures.
  - ii. Part II Special Conditions of Contract.
- f. All corrigendum and addendums issued by the authority.
- g. NIT with all the amendments.
- h. Instructions to Bidders (ITB, Bid Data Sheet with all Annexures).
- i. Drawing & Specifications.
- j. Any other document as specified or asked during bid evaluation

### **2.3 Priority of documents::**

In the event of any inconsistency, discrepancy, or conflict among the documents forming part of the Contract, the documents shall have priority in the following order, and the document higher in the order shall prevail over the one lower in the order:

- i. Contract Agreement
- ii. Letter of Acceptance (LoA)
- iii. Conditions of Contract
- iv. Part II: Special Conditions of Contract (SCC)
- v. Part I: General Conditions of Contract (GCC) and Contract Data, including all Annexures
- vi. Tender Document (NIT, Instructions to Bidders (ITB) Bid Data Sheet BDS, All Annexures)
- vii. Corrigenda / Addenda issued by the Authority
- viii. Technical Bid
- ix. Financial Bid
- x. Drawings
- xi. Specifications
- xii. Power of Attorney for signing of the Bid

### **3 LANGUAGE AND LAW**

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

### **4 COMMUNICATIONS**

- 4.1 All certificates, notice or instruction to be given to the Contractor by Employer/Engineer-in-Charge shall be sent to the address or contact details given by the Contractor in [Annexure C-3 of ITB].
- 4.2 The address and contact details for communication with the Employer/Engineer-in-Charge shall be as per the details given in the Contract Data.
- 4.3 Communication between parties shall be in writing. The notice may be sent by e-mail or registered post.
- 4.4 In case of any change in address for communication, the same shall be immediately notified to Engineer-in- Charge.

## **5 SUBCONTRACTING**

- 5.1 Subcontracting shall be permitted only for contracts having a value greater than the amount specified in the Contract Data.
- 5.2 Value of sub-contracted work should not be more than the percentage share as mentioned in the Contract Data, only with the prior written approval of the Employer. However, such subcontracting shall not relieve the Contractor of any of his obligations, responsibilities, or liabilities under the Contract, and the Contractor shall remain solely responsible to the Employer for the due performance of the entire Contract.
- 5.3 The following activities shall not be considered as subcontracting under this provision:
- a. Engagement or hiring of labour through a licensed labour contractor.
  - b. Procurement or purchase of materials to be incorporated in the Works.
  - c. Hiring or leasing of plant, equipment, or machinery for execution of the Works.
- 5.4 Any proposed sub-contractor must be registered in the appropriate category and class under the Centralized Registration System for Contractors maintained by the Government of Madhya Pradesh (Public Works Department) and must comply with all applicable statutory and contractual requirements.
- 5.5 The proposed sub-contractor must satisfy the Qualification Criteria mentioned in the Bid Document commensurate with the amount of work to be subcontracted.
- 5.6 The Contractor shall furnish to the Employer full particulars of all proposed subcontracts, including the scope of work, value, and credentials of the sub-contractor, and shall not enter into any subcontract without obtaining prior written approval of the Employer.
- 5.7 The Contractor shall be liable for the acts, defaults, and neglects of any sub-contractor, their agents, employees, or workmen, as if they were the acts, defaults, or neglects of the Contractor himself.

## **6 DEPLOYMENT OF STAFF, PERMISSION & CLEARANCES**

- 6.1 Deployment of staff
- 6.1.1 The Contractor shall employ for the execution and routine maintenance of the Works such qualified, experienced, and competent technical and managerial personnel as specified in the Bid Document, or as otherwise required under the Contract. These

personnel shall remain available at the Site at all times during execution to ensure proper supervision, quality control, safety compliance, and adherence to specifications.

- 6.1.2 Within 30 (thirty) days from the date of commencement of the Work, the Contractor shall submit to the Engineer-in-Charge in writing, a complete list of all technical and managerial personnel deployed for the project. This list shall include the following details for each individual:
- a. Full Name
  - b. Designation / Role in the Project
  - c. Educational Qualification
  - d. Total Professional Experience
  - e. Contact Mobile Number
  - f. Residential Address
  - g. Assigned Duties and Areas of Responsibility

Any subsequent change, replacement, or addition in the deployed personnel shall be communicated to the Engineer-in-Charge in writing within 7 days of such change. However, in case of replacement of key-personnel prior approval of the Engineer-in-Charge / Employer shall be taken.

- 6.1.3 If the Contractor fails to deploy the required number or category of technical staff or fails to submit the personnel details within the stipulated time, a recovery or penalty shall be imposed as per the Contract Data and shall remain applicable until compliance is achieved.
- 6.1.4 If, in the opinion of the Engineer-in-Charge, any member of the Contractor's staff, labour, or workforce is found to be incompetent, negligent, disorderly, unqualified, or otherwise unsuitable for the efficient execution of the Works, the Engineer-in-Charge may direct the Contractor to remove such person from the Site, by issuing a written order stating the reasons.
- 6.1.5 Upon such direction, the Contractor shall ensure that the concerned individual is removed from the Site within three (3) days, and shall not re-engage or re-employ such person in any capacity related to the Works without prior written approval of the Engineer-in-Charge.
- 6.1.6 The Contractor shall, at his own cost, immediately deploy a suitably qualified and competent replacement to maintain the required level of supervision, productivity, and performance.
- 6.1.7 The decision of the Engineer-in-Charge regarding adequacy, competency, or acceptability of the deployed staff shall be final and binding.
- 6.1.8 The Contractor shall, as and when directed by the Employer or the Engineer-in-Charge, ensure that all technical, managerial, and supervisory personnel deployed for

the Works are duly registered on the centralized digital portal prescribed by the Employer. The Contractor shall upload and maintain accurate and updated details of each personnel on the portal.

6.2 Permissions and Clearances

- 6.2.1 The Contractor shall, at his own cost and initiative, obtain all permissions, approvals, licenses, No Objection Certificates (NOCs), road-cutting permissions, traffic diversion permissions, and any other statutory or local clearances required for the smooth and uninterrupted execution of the Works.
- 6.2.2 These shall include, but not be limited to:
- a. Local Administration / District Authorities*
  - b. Urban Local Bodies / Gram Panchayats / Municipal Corporations*
  - c. Police Department / Traffic Police*
  - d. Energy / Electricity Department*
  - e. Water Supply, Telecom, Irrigation, and other utility-owning agencies*
  - f. Any other department or agency as required for execution of work*
- 6.2.3 The Contractor shall be solely responsible for timely submission of applications, payment of associated charges/fees, and ensuring compliance with all conditions stipulated by such authorities. Engineer-in-Charge will provide necessary support in the process of obtaining such permissions.
- 6.2.4 Permissions or clearances related to Environmental Impact Assessment (EIA), Forest Land Diversion, Wildlife, National Park/Sanctuary clearances, Railways or any statutory environmental approvals required from State or Central Government authorities shall be obtained by the Engineer-in-Charge / Employer. However, the Contractor shall:
- a. Provide all necessary documents, drawings, technical data, and supporting information as required by the Engineer-in-Charge;*
  - b. Assist in coordination, site verification, meetings, and follow-up with the concerned departments as instructed;*
  - c. Facilitate entry, inspection, or survey by officials whenever required; and*
  - d. Comply with all conditions stipulated in such permissions during execution of the work.*
- 6.2.5 Any delay in obtaining permissions that fall under the Contractor's responsibility shall not be considered as a hindrance attributable to the Employer, and no extension of time or financial claim shall be admissible on such account.
- 6.2.6 Failure of the Contractor to obtain the required permissions in time shall be treated as a lapse in performance under the Contract.

6.2.7 The Contractor shall maintain a register of all permissions obtained, their validity, conditions imposed, and compliance status, and shall produce the same whenever required by the Engineer-in-Charge.

## **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.*

7.1.1 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:

- a. *War, hostilities (whether war be declared or not), invasion, act of foreign enemies,*
- b. *Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,*
- c. *Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,*
- d. *Munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radioactivity, and*
- e. *Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.*
- f. *Epidemic, pandemic, quarantine restrictions*
- g. *Acts, orders or restraints of government or statutory authorities, including lockdowns and restrictions.*

- 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 six (6) months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

## **8 CONTRACTOR'S RISKS**

- 8.1 All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone.

## **9 LIABILITY FOR ACCIDENTS TO PERSON**

- 9.1 The Contractor shall be fully responsible for, and shall indemnify and keep indemnified, the Government / Employer, its officers, and representatives, against all actions, suits, claims, demands, costs, charges, damages, losses, or expenses arising out of or in consequence of:
- a. *injury or death of any person employed directly or indirectly by the Contractor or his subcontractors for the execution of the Works; or*
  - b. *injury, loss, or damage to any other person, property, or structure whatsoever and howsoever caused by the acts, omissions, negligence, default, or breach of statutory duty by the Contractor, his agents, employees, or subcontractors during the execution of the Works.*

- 9.2 Such indemnity shall include, but not be limited to, all claims arising under or in connection with the following legislations and their amendments:
- a. *The Workmen's Compensation Act, 1923 (now Employees' Compensation Act, 1923)*
  - b. *The Employees' State Insurance Act, 1948*
  - c. *The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996*
  - d. *The Building and Other Construction Workers' Welfare Cess Act, 1996*
  - e. *The Employees' Provident Funds and Miscellaneous Provisions Act, 1952*
  - f. *and any other law, rule, or regulation in force at the time relating to the liability of employers for injuries or occupational diseases suffered by their employees.*
- 9.3 The Contractor shall, at his own cost, take all safety measures, provide all protective equipment, and ensure compliance with all provisions of the Contract Labour (Regulation and Abolition) Act, 1970, the Factories Act, 1948, and the Building and Other Construction Workers Rules, as applicable to the nature of the work.
- 9.4 The Contractor shall also obtain and maintain valid insurance policies covering all workmen and other persons engaged on the work, including Third-Party Liability Insurance and Workmen's Compensation Insurance, in accordance with Law for the works costing more than the value shown in the Contract Data. Copies of all insurance policies and premium receipts shall be furnished to the Engineer-in-Charge before commencement of the work and renewed periodically during the contract period.
- 9.5 In case any claim, demand, or legal proceeding is instituted against the Government / Employer arising out of such accident, injury, or damage, the Contractor shall, upon receiving notice thereof, at his own expense, conduct all necessary defence or settlement and indemnify the Employer for all losses, damages, and expense incurred.
- 9.6 The Employer shall have the right to recover any such amount from the Contractor by deducting it from any money due or to become due under the Contract, and the Contractor's liability under this clause shall not be limited by the amount of such deductions.

## **10 COMPLIANCE WITH SPECIFICATIONS, STANDARDS, DRAWINGS AND ORDERS**

- 10.1 The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications and standards provided in the Contract Data. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.
- 10.2 The Contractor shall comply with all provisions of the Contract and shall execute and maintain the Works with due care, diligence, and professional skill. The Contractor shall provide all labour, materials, construction plants and equipment, tools, instruments, scaffolding, temporary works, layouts, and all other facilities necessary for proper execution, measurement, and supervision of the Works. The Contractor shall be fully responsible for the adequacy, safety, suitability, and quality of all construction methods adopted by him, and shall adhere to the Best Industry Practices for those items or activities where no specific specification is provided in the Contract.

## **11 DISMANTLED MATERIALS, DISCOVERIES, AND GOVERNMENT OWNERSHIP**

- 11.1 All materials obtained during dismantling, demolition, excavation, site clearance, or any other work under the Contract shall be the absolute property of the Government. This includes, but is not limited to, serviceable materials, structural components, metals, aggregates, fixtures, fittings, and all forms of debris generated during the execution of works.
- 11.2 The Contractor shall carefully dismantle and handle such materials using proper workmanship to ensure maximum salvage, value recovery, and reuse potential in the interest of the Government. The Contractor shall stack these materials at the designated location and dispose of them strictly as per the written instructions of the Engineer-in-Charge.
- 11.3 If, during execution of the Works, the Contractor or any person employed by him discovers any of the following:
- a. *Rare earth elements, minerals, precious stones, metals, or valuable geological resources;*

- b. *Fossils, antiquities, coins, manuscripts, cultural or historical artifacts;*
- c. *Archaeological remains, structures, sculptures, idols, relics, monuments, or objects of heritage value;*
- d. *Any item of scientific, strategic, cultural, or public interest; then such items shall immediately and without delay be deemed to be the absolute property of the Government.*

11.4 Upon such discovery, the Contractor shall :

- a. *Immediately stop work in the affected area;*
- b. *Secure and protect the discovery site to prevent loss, damage, theft, or disturbance;*
- c. *Provide written intimation to the Engineer-in-Charge within 24 hours of such discovery; and*
- d. *Not remove, handle, disturb, or dispose of any such material without written instructions of the Engineer-in-Charge.*

Failure to comply with these requirements shall be treated as a breach of Contract.

11.5 All dismantled materials, recovered resources, artefacts, and other discovered items shall be handled, preserved, stacked, or transported strictly in accordance with the directions issued by the Engineer-in-Charge or by any statutory authority to whom the matter is referred.

11.6 The Contractor shall extend full cooperation to the Government or any authorized agency for inspection, removal, documentation, or conservation of such materials.

## **12 DISPUTE RESOLUTION SYSTEM**

12.1 Except where otherwise provided in the Contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, variations, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination/foreclosure, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- 12.2 No dispute can be raised except before the Competent Authority as defined in Contract Data in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.3 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.
- 12.4 The Competent Authority shall decide the matter within 45 days.
- 12.5 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 60 days.
- 12.6 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.
- 12.7 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 WORK PROGRAM**

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer-in-Charge for approval a Program showing the general methods, arrangements, order and timing for all the activities for the construction of works.
- 13.2 The work 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 Program.
- 13.3 An update of the Program shall be a program depending on 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-in-Charge for approval an updated Program  
at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer-in-Charge may withhold the amount stated in the Contract Data from the next  
payment certificate and continue to withhold this amount until the next date on which the overdue Program has been submitted.
- 13.5 The Work Program is required to be prepared in such a manner so that the financial milestones given in the Contract Data are achieved. For this purpose the contractor shall indicate the quantities of different items of work to be executed month wise up to every milestone keeping in view the capacity of equipment and personnel deployed/ employed on the work. The indicative Format for the work program or an updated work program is as provided in the Contract Data.

- 13.6 The Engineer-in-Charge may, within 10 (ten) days of submission of the Work Program, suggest modifications and communicate the same to the Contractor. The approval of the Engineer-in-Charge shall not relieve the Contractor of any obligations or responsibilities under the Contract.
- 13.7 The Contractor shall strictly adhere to the approved Work Program and ensure timely achievement of all milestones. Any deviation, slippage, or delay in achieving a milestone shall be immediately brought to the notice of the Engineer-in-Charge with justification
- 13.8 If the progress of work is delayed and any milestone is not achieved within the stipulated period, the Contractor shall, within 7 (seven) days from the due date of the milestone, submit a Revised Work Program. The Revised Program shall include:
- a. The causes of delay,*
  - b. The remedial measures proposed or taken, and*
  - c. The additional efforts and resources to be deployed to ensure that the next milestone and final completion date are achieved.*
- 13.9 The Contractor shall submit the Monthly Progress Report showing the physical and financial progress of the work using the format prescribed in the Contract Data, or in another format as approved by the Engineer-in-Charge. These reports shall be submitted on or before the 5th day of each month for the preceding month including progress achieved up to date.
- 13.10 The Engineer-in-Charge approval of the Program shall not alter the Contractor's obligations as regards to completion of the work within stipulated time period.

#### **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, 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 but in the event of delay attributable to the Contractor EOT shall be issued by the Engineer-in-Charge with imposition of Liquidated Damages only.

- 14.3 It is further clarified that extension of time shall be considered only when the Contractor has informed the Engineer-in-Charge in writing about the occurrence of an event or circumstance that requires or compels him to seek such time extension. The Contractor must submit this intimation within 30 (thirty) days from the date of occurrence of such event, in the indicative format provided in Contract Data. The intimation shall include details of the event, its cause, and its likely impact on progress of work along with necessary evidence.
- 14.4 In case of application by the contractor for Extension of Time the Engineer-in-Charge shall examine as to how much delay is attributable to the contractor and how much is not attributable to the contractor. The EOT without Liquidated Damages shall be issued only for the part, which is not attributable to the contractor by the Competent Authority mentioned 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 complete the work within stipulated time period including the extensions granted in this clause 14.2 thereof shall attract such liquidated damages as is laid down in the Contract Data except if the delays are not attributable to the Contractor.
- 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 as shown in the Contract Data until the Contractor makes such delays good. If the Contractor improves upon his progress in the next milestones the withheld amount shall be adjusted (released) in accordance with the provision of the Contract Data.

- 15.6 In the event the Contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against the liquidated damages levied.

## **16 CONTRACTOR'S QUOTED PERCENTAGE**

- 16.1 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 QUALITY ASSURANCE PLAN**

- 17.1 The Contractor shall prepare and submit a comprehensive Quality Assurance Plan (QAP) within 15 (fifteen) days from the date of signing of the Contract. The requirements of the Quality Assurance Plan is as provided in Contract Data.
- 17.2 In case of any contradiction or inconsistency between the provisions of the QAP and the standard specifications or quality provisions mentioned in the Contract, the standard specifications and contract provisions shall prevail.
- 17.3 The Quality Assurance Plan shall include all aspects of Quality Control and Workplace Safety, covering systematic procedures for inspection, testing, documentation, reporting, and corrective actions at all stages of the work.
- 17.4 The Quality Control provisions within the QAP shall clearly define the quantity and frequency of tests to be conducted at the field laboratory, departmental laboratory, or any approved third-party laboratory, as applicable under the specifications or contract data.
- 17.5 The QAP shall also include detailed measures related to workmanship quality, material quality, material sourcing quality, process and management quality, and all other relevant quality assurance aspects necessary to ensure compliance with the technical specifications and safety standards.
- 17.6 The Contractor shall at all times strictly adhere to the approved Quality Assurance Plan. Non-adherence or violation of the provisions of the QAP shall be treated as a breach of contract and shall make the Contractor liable for action as per the conditions of the Agreement.

17.7 A copy of the approved QAP shall be kept in the site laboratory and made available for inspection by the Engineer-in-Charge or any authorized departmental officer at all times. The Contractor shall update the QAP as and when required, and any revised version of the QAP shall be duly submitted to the Engineer-in-Charge for approval.

## **18 TESTS**

18.1 The Contractor shall provide all apparatus, assistance, documents and other information, temporary supplies of electricity and water, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified, experienced and competent staff, as are necessary to carry out the specified tests efficiently and properly. All apparatus, equipment and instruments shall be calibrated in accordance with the standards defined in relevant BIS Codes or defined by applicable Laws and, if requested by the Employer, the Contractor shall submit calibration certificates before carrying out testing

18.2 The Contractor shall be responsible for:

- a. *Carrying out the tests prescribed in specifications, and For the correctness of the test results, whether performed in his laboratory or elsewhere.*
- b. *The contractor shall have to establish field laboratory for the works costing more than the amount shown in the Contract Data, and within the time specified therein and having such equipment as are specified.*

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

18.4 If the Engineer- in – charge instructs the Contractor to carry out a test specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

18.5 Contractor shall deploy necessary equipment and machine on the site for project execution as provided in contract data.

18.6 Identifying Defects

18.6.1 The Engineer- in -Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer-in-Charge considers may have a Defect.

18.7 Correction of Defects

18.7.1 The Engineer –in –Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period as defined in the Contract Data, which begins on Completion of work.

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

18.8 Uncorrected Defects

18.8.1 If the Contractor has not corrected Defect(s) to the satisfaction of the Engineer-in-Charge, within the stipulated time, the Engineer-in-Charge will assess the cost of having the Defect corrected, and the such 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 :

- a. *to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and*
- b. *to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.*

19.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the contract value, be extended, if requested by the contractor, as follows:

In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value

Plus

25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

### **20 EXTRA ITEMS**

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

### **21 PAYMENTS FOR VARIATIONS AND / OR EXTRA QUANTITIES**

21.1 General

21.1.1 The Engineer-in-Charge shall have the authority to order, in writing, any variation to the Works in the form of additions, deletions, substitutions, or changes in quantity, quality, character, position, level, or dimension of any part of the Works, provided that such variation is within the general scope and intent of the Contract.

- 21.1.2 No variation shall be carried out by the Contractor without a written instruction or approval from the Engineer-in-Charge. Any work executed without such written order shall be deemed to have been executed at the Contractor's own risk and cost.
- 21.2 The value of all such variations shall be determined in accordance with the following principles:
- a. *In case of increase in quantities of items included in the Agreement the same rates as specified in the Agreement shall apply.*
  - b. *For new items of work not included in the agreement, the rates shall be determined as follows:*
    - i. Items which are covered in the SOR the rate provided in the SOR along with the tender percentage shall be applicable;
    - ii. If the item is not covered under the SOR, the rate shall be derived through analysis of rates, duly supported by standard data analysis on material, labour, equipment, and overheads, verified and approved by the Competent Authority as mentioned in the Contract Data.

In case of disagreement on the derived rates, the decision of the Competent Authority, shall be final and binding on the Contractor, without prejudice to the Contractor's right to seek redressal under the Dispute Resolution provisions.

### 21.3 No Claim for Anticipated Profit

- 21.3.1 The Contractor shall have no claim for loss of profit or any other financial loss on account of reduction in the quantity of any item, omission of work, or cancellation of any part of the Contract due to variation ordered by the Competent Authority.

## **22 RECOVERY FROM CONTRACTORS**

### 22.1 Right of Recovery

- 22.1.1 Whenever any claim for the payment of any sum of money arises against the Contractor under this Contract or under any other contract with the Employer, the Employer shall be entitled to recover such sum by adopting one or more of the following modes, without prejudice to any other right or remedy available in law or under the Contract:
- a. *By appropriating the whole or any part of the amounts due or becoming due to the Contractor, including but not limited to:*
    - i. The Performance Security and/or Additional Performance Security, if any;

- ii. The Security Deposit, including any retention money; and
- iii. Any other sums payable to the Contractor under this Contract.

b. *If, after taking the steps prescribed in sub-clauses, any amount remains due, the Employer shall have the right to recover the same as arrears of land revenue in accordance with the provisions of the Madhya Pradesh Land Revenue Code, 1959, or any statutory modification or re-enactment thereof, and such recovery shall be deemed lawful as if made under a decree of a competent court.*

## 22.2 Finality of Determination

22.2.1 The determination of the amount due and recoverable by the Engineer-in-Charge or the Competent Authority, as per the terms of the Contract, shall be final and binding on the Contractor, without prejudice to the contractor's right of availing the provisions under the Dispute Resolution clause of this Contract.

## 22.3 Waiver

22.3.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a. *Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;*
- b. *Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and*
- c. *Shall not affect the validity or enforceability of this Agreement in any manner.*

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach of acceptance of any variation or the relinquishment of any such right hereunder.

## 23 TAX

23.1 All tendered rates shall be inclusive of any tax, levy or cess applicable (except GST) on last stipulated date of receipt of tender including extension if any.

23.2 The GST shall be paid separately as per applicable rates.

## **24 MEASUREMENTS OF WORK DONE**

### **24.1 Manual Measurement Book (MMB)**

- 24.1.1 The Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
- 24.1.2 All measurements of all items having financial value shall be entered in the Measurement Book (MB) and/or level field book so that a complete record is obtained of all works performed under the contract.
- 24.1.3 All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the work. Such measurements shall be signed and dated by both parties in token of their acceptance.
- 24.1.4 If the Contractor objects to any measurement recorded, a note shall be made to that effect with reasons, signed by both parties.
- 24.1.5 If the Contractor or his representative does not remain present at the time of measurement after having been given a 3 (three) days' notice in writing, or fails to countersign or raise objections within 7 (seven) days from the date of measurement, then such measurements recorded in his absence shall be deemed to have been accepted by the Contractor.
- 24.1.6 The Contractor shall, without extra charge, provide all assistance, appliances, labour, and other requirements necessary for measurement and recording of levels.
- 24.1.7 Except where any general or detailed description of work expressly provides otherwise, measurements shall be taken in accordance with the procedure set forth in the specifications, notwithstanding any provision in the relevant Standard Method of Measurement.
- 24.1.8 For items not covered by specifications, measurements shall be taken as per the relevant BIS Standard Method of Measurement, and if no such standard exists, then a mutually agreed method shall be followed.
- 24.1.9 The Contractor shall give not less than 7 (seven) days' notice to the Engineer-in-Charge before covering up or otherwise placing beyond reach any work so that it may be measured. Any work covered up without such notice or consent shall be uncovered at the Contractor's expense, or else no payment shall be made for it.
- 24.1.10 The Engineer-in-Charge may also delegate such measurements to be checked by another officer of the department.

24.1.11 Recording of any item of work in the MB and/or its payment in interim or final bill shall not be conclusive evidence as to the sufficiency or correctness of work or materials, nor shall it relieve the Contractor of liability for over-measurement or defects noticed during the Defect Liability Period (DLP).

## 24.2 Computerized Measurement Book (CMB)

24.2.1 The Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

24.2.2 All such measurements having financial value shall be entered and compiled by the Contractor in the form of a Computerized Measurement Book (CMB) if applicable as per Contract Data, in A4-size pages, as per departmental format, ensuring a complete record of all items of work performed.

24.2.3 All measurements and levels recorded by the Contractor shall be checked by the Engineer-in-Charge or his representative as per the program fixed jointly. After necessary corrections, the measurement sheets shall be returned to the Contractor for updating and re-submission.

24.2.4 Whenever a bill is due for payment, the Contractor shall first submit draft computerized measurement sheets which shall be checked/test-checked by the Engineer-in-Charge. After incorporating the corrections, the Contractor shall submit a final, duly bound, machine-numbered Computerized Measurement Book, signed and dated by both parties.

24.2.5 The final fair CMB must be 100% correct and shall not contain any cutting or overwriting. In case of errors, a fresh bound and machine-numbered CMB shall be submitted after cancellation of the previous one.

24.2.6 The finalized CMB shall be entered in the Divisional Office records and allotted a unique registration number. The Contractor shall submit two spare copies for departmental reference.

24.2.7 The Contractor shall also submit a Computerized Abstract of Cost and Bill, based on these measurements, duly bound, machine-numbered, and accompanied by two spare copies.

24.2.8 The Contractor shall, without extra charge, provide all assistance, appliances, labour, and other things necessary for checking of measurements by the Engineer-in-Charge.

24.2.9 Measurement procedures shall follow the specifications or BIS methods; where no such standard exists, a mutually agreed method shall be adopted.

24.2.10 The Contractor shall give not less than 7 (seven) days' notice before covering any work to permit checking/test checking. Work covered without such notice or written consent shall be uncovered at the Contractor's cost, or no payment shall be allowed for it.

24.2.11 Recording or payment of measurements shall not be considered conclusive evidence of sufficiency or quality of work and shall not relieve the Contractor from responsibility for over-measurement or defects during the Defect Liability Period.

24.3 Electronic Measurement Book (E-Mb)

24.3.1 In case of introduction of e-MB for the purpose of recording measurements the procedure laid down by the Employer as provided in the Contract Data shall be followed.

**25 TERMINATION BY ENGINEER IN CHARGE FOR CONTRACTOR'S DEFAULT**

25.1 Notice to Remedy Default

25.1.1 If the Contractor fails to carry out any of his obligations under the Contract or commits a default in the performance of the Works, the Engineer-in-Charge may, by written notice, require the Contractor to make good such failure or default and to remedy it within a reasonable period of time specified in the notice.

25.1.2 Failure to comply with such notice within the specified period shall constitute a breach of Contract entitling the Engineer-in-Charge to take further action as provided herein.

25.2 Grounds for Termination

25.2.1 The Engineer-in-Charge shall be entitled to terminate the Contract, either in whole or in part, by giving notice to the Contractor, if the Contractor:

- a. *abandons the Works or otherwise plainly demonstrates an intention not to continue the performance of his obligations under the Contract*
- b. *is declared insolvent, bankrupt, or enters into liquidation other than for the purpose of an approved reconstruction or amalgamation;*
- c. *fails to comply with a notice to correct defects or to make good the failure under Clause 25.1 within the specified period;*
- d. *fails to maintain valid instruments of Performance Security or Additional Performance Security as required under the Contract;*
- e. *has delayed the completion of Works to such an extent that the maximum amount of Liquidated Damages has become leviable;*
- f. *fails to deploy the requisite machinery, equipment, or technical personnel, or to establish the site laboratory as specified in the Bid Document;*
- g. *is found, in the opinion of the Engineer-in-Charge, to have engaged in corrupt, fraudulent, collusive, or coercive practices in obtaining or executing the Contract;*

- h. commits any other fundamental breach or persistent default as may be specified in the Contract Data or determined by the Employer in consultation with the Engineer.*
- i. The Contractor is adjudged bankrupt or insolvent, if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the project.*

### 25.3 Procedure and Effect of Termination

25.3.1 Without prejudice to any other rights or remedies which Employer may have under the Agreement, upon occurrence of a Contractor Default, the Employer shall be entitled to terminate the Agreement by issuing a Termination Order to the Contractor; Provided that before issuing the Termination Order, the Employer shall by a Notice inform the Contractor of its intention to issue such Termination Order and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Order with a copy to the Bank for forfeiture of the Performance Security, Additional Performance Security or Security Deposit, as the case may be, and take over the Project Site, materials, construction plant, and equipment available on the Site.

25.4 Upon such termination:

25.4.1 The Employer shall take further action as provided in Clause 28 (Payment upon Termination).

## **26 FORECLOSURE OF THE CONTRACT**

26.1 Notwithstanding the above provisions, the Engineer-in-Charge may, for reasons of administrative necessity or public interest, foreclose the Contract for convenience by giving written notice to the Contractor, specifying the effective date of foreclosure.

In such case, the Contractor shall be entitled to payment for the value of Works executed up to the date of Foreclosure;

26.2 No compensation or claim for loss of profit or consequential damages shall be admissible in such foreclosure.

## **27 TERMINATION DUE TO EMPLOYER’S DEFAULT**

27.1 In the event that any of the defaults specified below shall have occurred, then the Contractor shall by a Written Notice require the Employer to rectify such default within a Rectification Period of 60 (sixty) days or such longer period as has been expressly provided in this Agreement, failure to which Employer shall be deemed to be in default of the Agreement unless the default has occurred as a result of any breach of the Agreement by the Contractor or due to Force Majeure. The defaults referred to herein shall include:

- a. failure to hand over the Site or provide drawings in time,*
- b. delay in obtaining statutory permissions, or*
- c. prolonged suspension of works beyond the time mentioned in the Contract Data, not attributable to the Contractor;*

27.2 Upon Occurrence of the Employers default, the Contractor after giving Notice to the Employer may Terminate Contract Agreement. No compensation or claim for loss of profit or consequential damages shall be admissible in such termination.

## **28 PAYMENT UPON TERMINATION**

28.1 Payment on Termination for Contractor’s Default (under Clause 25)

If the Contract is terminated under Clause 25.2 (Termination by Engineer-in-Charge for Contractor’s Default), the Engineer-in-Charge shall, after due verification and measurement, issue a certificate specifying the value of the work actually executed up to the date of termination.

The amount payable to the Contractor shall be determined as follows:

- a. The value of work done up to the date of termination, based on measured quantities and rates agreed in the Contract; (1) less Any advance payments received by the Contractor; (2) less All recoveries due from the Contractor under the Contract, damages, penalties, or other liabilities; (3) less Taxes and statutory deductions applicable as per prevailing law; (4) less The percentage value to be applied to the uncompleted portion of the Works as specified in the Contract Data and; (5) less any other penalty mentioned in the Contract Data.*

- b. *In the event the amount determined as above results in the total recoveries of the Employer exceeding the payments due to the Contractor, the Employer shall be entitled to recover such excess amount from the Contractor in accordance with Clause 22 (Recovery from Contractors)*

28.2 Payment on Termination for Convenience or Employer's Default

If the Contract is terminated under Clause 26 (Termination for Convenience) or 27 (Termination for Convenience or Employer's Default), the Engineer-in-Charge shall, after due verification, issue a certificate for payment to the Contractor for the following:

The value of the work done up to the date of termination

less

- i. All advance payments received by the Contractor;
- ii. All recoveries and deductions due under the Contract; and
- iii. All taxes due to be deducted at source under applicable law.

28.3 No payment shall be made for loss of anticipated profit, overheads, or consequential damages on account of such termination.

28.4 Recovery of Balance Dues

In the event the amounts recoverable by the Employer, upon settlement under Clauses 28.1 or 28.2, exceed the amounts certified as payable to the Contractor, the Employer shall be entitled to recover such excess from the Contractor in accordance with Clause 22 (Recovery from Contractors).

**29 PERFORMANCE SECURITY & ADDITIONAL PERFORMANCE SECURITY**

- 29.1 Within stipulated time, the selected Bidder shall furnish to the Authority an irrevocable and unconditional Bank Guarantee as Additional Bank Guarantee as performance securities in the manner and method defined in the NIT. This Additional Performance Security shall be treated as part of the Performance Security.
- 29.2 The Performance Security shall be valid until the duration defined the Contract Data after the Defects Liability Period. The Additional Performance Security shall be valid until the duration defined in the Contract Data after scheduled construction work Completion Date as per contract.
- 29.3 In the event of extension of time, the Contractor shall extend the validity of the Performance Security and the Additional Performance Security for the extended period, and no payment to the Contractor shall be made in the absence of extension of the validity of the Performance Security and the Additional Performance Security.
- 29.4 The Employer shall have the absolute right to forfeit, in full or in part, the Performance Security and/or Additional Performance Security and/or Security Deposit in any of the following events:
- a. *Failure to commence or complete the work within the stipulated time as per the Contract;*
  - b. *Abandonment of work or persistent failure to perform contractual obligations;*
  - c. *Substandard or defective work, or failure to remove and rectify defects as instructed by the Engineer-in-Charge;*
  - d. *Failure to maintain required progress of work as per approved construction programme or milestone schedule;*
  - e. *Failure to maintain project during DLP up to the satisfaction of Engineer-in-Charge.*
  - f. *Breach of any contractual obligation, including those relating to safety, quality, environmental management, or statutory compliance;*
  - g. *Termination of the Contract by the Employer due to Contractor's default under the provisions of the GCC;*
  - h. *Fraud, misrepresentation, or submission of forged documents by the Contractor;*
  - i. *Unauthorized sub contracting or transfer of the Contract without prior approval; or*
  - j. *Failure to pay recoveries, penalties, or liquidated damages imposed under the Contract.*

- 29.5 Prior to invocation of above clause, the Engineer-in-Charge shall issue a notice of default to the Contractor specifying the grounds for forfeiture. If the Contractor fails to rectify the default within 15 (fifteen) days or any duration specified in the notice, after issuing such notice, the Engineer-in-Charge shall be entitled to recommend the whole or part of the security without prejudice to any other rights available under the Contract, before the Competent Authority as defined in the Contract Data for forfeiture of performance security and/or additional performance security and/or Security Deposit. Decision for forfeiture of performance security or additional performance security shall be taken by the Competent Authority. In case of such forfeiture the contractor will be required to replenish the BG in full or part as the case may be so as to maintain the security as required under the contract.
- 29.6 Forfeiture of these securities shall not relieve the Contractor from any of its remaining obligations or liabilities under the Contract, nor shall it limit the Employer's right to recover further losses, damages, or costs through other legal remedies.
- 29.7 The Additional Performance Security shall be released after:
- a. *Completion of all construction and physical works,*
  - b. *Issuance of the Certificate of Physical Completion, and*
  - c. *Clearance of any recoveries or defects identified at the time of completion.*
  - d. *Any other condition as defined in the Contract Data*
- 29.8 The Performance Security shall be released after:
- a. *Successful completion of the Defects Liability Period,*
  - b. *Certification by the Engineer-in-Charge that all defects, deficiencies, and obligations have been duly rectified, and*
  - c. *Issuance of the Defect Liability Period Completion Certificate (DLPCC) by the Employer.*
  - d. *Any other condition as defined in the Contract Data*
- 29.9 Performance Security shall be released within 60 days of issuance of the DLPCC, subject to no dues or pending recoveries against the Contractor.
- 29.10 In case the construction period or DLP is extended, the Contractor shall renew or extend the validity of the respective securities at least 30 days prior to expiry. Failure to do so shall entitle the Employer to encase the existing securities.

29.11 No interest shall be payable to the Contractor on any Performance Security or Additional Performance Security held by the Employer, whether retained or encashed.

29.12 Encashment or forfeiture of Performance Security and Additional Performance Security shall be without prejudice to other remedies available to the Employer under the Contract, including termination, imposition of liquidated damages, or blacklisting of the Contractor.

### **30 SECURITY DEPOSIT**

30.1 Security deposit shall be deducted from every running bill and the final bill at the rate specified in the Contract Data.

30.2 The Contractor may, at his option, replace the deducted Security Deposit with an unconditional Bank Guarantee/e-BG from a bank acceptable to the Employer at the following stages:

*a. After the amount deducted reaches half the value of the limit of Security Deposit as defined in the Contract Data; and*

*b. After the amount deducted reaches the maximum limit of Security Deposit.*

30.3 Provided further that the validity of the Bank Guarantee shall be 180 days beyond the DLP and shall be extended from time to time, depending upon the provisions for time extension under the contract.

30.4 The Security Deposit shall be released as provided in the Contract Data.

30.5 No interest shall be payable to the Contractor on Security Deposit held by the Employer, whether retained or encashed.

30.6 The Employer shall have the absolute right to forfeit, in full or in part, Security Deposit in the event specified under Clause 29.4.

30.7 Forfeiture of Security Deposit shall be without prejudice to other remedies available to the Employer under the Contract, including termination, imposition of liquidated damages, or blacklisting of the Contractor.

### **31 PRICE ADJUSTMENT**

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

- a. *The price adjustment shall apply for the work done from the operative date given in the contract data up to the end of the initial intended completion date or extensions granted by the Engineer-in-Charge and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.*
- b. *The price adjustable shall be determined during each month from the formula given in the Contract Data.*
- c. *Following expression and meaning are assigned to the work done during each month:*

R = Total value of work during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value of works executed under such variations for which the rate has been decided on the basis of rate analysis. Price Variation shall be applicable for items of variations included in the BOQ and in the SOR. It is further clarified that price escalation is not applicable on non SOR Item 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. 31.3 For works other than those specified in Price adjustment table in Annexure-11, the concerned department may revise or prescribe the component-wise percentage distribution based on the nature and composition of the work, duly approved by the competent authority as mentioned in the Contract Data

## **32 MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE**

- 32.1 Mobilization advances not exceeding the percentage of contract value if allowed and as mentioned in the Contract Data, may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be released in two or more instalments to be determined by the Engineer-in-Charge. The amount of any instalment shall not exceed 5% of the tendered amount of the work. The first instalment of such advance shall be released by the Engineer-in-charge to the contractor on his request. The second and subsequent instalments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of full amount of the earlier instalment(s) to the satisfaction of the Engineer-in-Charge.
- 32.2 The mobilization advance will be utilized for the following:
- a. *Establishment of site office, testing lab, labour camps & basic amenities services for labour/staff, cement godown, reinforcement yard, stores etc.*
  - b. *For purchase/mobilization of any type of tool, plant and machinery required for execution of work such as concrete batch mix plant, mixtures, transit mixtures, loader, excavators dumpers, DG sets, hot mix bitumen plant, paver, rollers, testing lab equipment's etc.*
  - c. *Barricading of site and procurement of cantering / shuttering / staging material etc.*
  - d. *Any other item as mentioned in the Contract and approved by Competent Authority.*
- 32.3 90% of the price of new items will be considered for assessing the utilized amount of mobilization advance.
- 32.4 Expenditure incurred on items/materials which are measurable and payable under agreement/extra items as well as materials eligible for secured advance will be excluded from utilized amount of mobilization advance, if any.
- 32.5 The assessment of Engineer-in-Charge in this respect shall be final and binding.
- 32.6 Before releasing of any instalment of Mobilization Advance, the Contractor shall furnish Bank Guarantee not more than 6 (six) in number from Scheduled or Commercial Bank for the amount equal to 110% of the amount of Mobilization Advance and valid for the construction period as per Contract.

- 32.7 The Bank Guarantee(s) as furnished by the Contractor shall remain valid till the Mobilization Advance is recovered by the Employer, failure to which the Employer shall be at the liberty to impose Liquidated Damages. Mobilization Advance shall be adjusted from the bills of contractor in the instalments as mentioned in the Contract Data.
- 32.8 Any other condition related to Mobilization Advance, shall be applicable if mentioned in Contract Data.
- 32.9 In the event of failure of the Contractor to complete the work or in the case of termination, the entire amount of outstanding Mobilization Advance, along with any recoverable dues, shall be adjusted or recovered in accordance with Clause 22 (Recovery from Contractors).

### **33 SECURED ADVANCE**

- 33.1 The Contractor may be paid Secured Advance against the materials brought to the Site for incorporation in the permanent works, as provided in the Contract Data, subject to the following conditions:
- a. *The materials shall be of imperishable nature, duly approved by the Engineer-in-Charge, and stored properly at the Site to the satisfaction of the Engineer-in-Charge.*
  - b. *The materials shall be required for use in the permanent works and must conform to the specifications laid down in the Contract.*
  - c. *The materials shall be the absolute property of the Employer once the advance is paid and shall not be removed from the Site without prior written approval of the Engineer-in-Charge.*
  - d. *No secured advance shall be paid for perishable, combustible, or fragile items such as cement, sand, petrol, diesel, kerosene, explosives, timber, bamboo, etc., or for any materials not properly accounted for.*
- 33.2 The quantum of Secured Advance shall not ordinarily exceed the limit specified in the Contract Data of the cost of materials (including transportation and delivery charges) as verified and assessed by the Engineer-in-Charge, unless otherwise provided in the Contract Data. Such cost shall be supported by relevant invoices, vouchers, or purchase documents, and the rate shall not exceed the rate adopted in the analysis of rates or Schedule of Rates (SOR) for the respective item of work.
- 33.3 Before payment of Secured Advance is made:

- a. *The Contractor shall furnish an indemnity bond/ Indenture in the prescribed form, binding himself to use the materials only for the purpose of execution of the Works and to indemnify the Employer against any loss due to misuse, theft, or damage to such materials.*
- b. *The Engineer-in-Charge shall record a certificate in the Measurement Book (MB) confirming the quantity, quality, and proper storage of materials.*
- c. *The materials shall be jointly measured and entered in a register of Secured Advance maintained at site.*

33.4 The recovery of Secured Advance shall commence when the materials are consumed in the Works, and the corresponding quantity is measured and paid for in running account bills. The full amount of Secured Advance paid on any materials shall be recovered by the time 90% of the work in which such materials are used is completed or earlier, as determined by the Engineer-in-Charge.

33.5 Any other condition related to Secured Advance, shall be applicable if mentioned in Contract Data.

33.6 In the event of failure of the Contractor to complete the work or in the case of termination, the entire amount of outstanding Secured Advance, along with any recoverable dues, shall be adjusted or recovered in accordance with Clause 22 (Recovery from Contractors).

#### **34 PAYMENT CERTIFICATES**

34.1 Interim (Running) Payments:

34.1.1 The Contractor shall submit to the Engineer, at the end of each calendar month, a statement of the value of the work executed during the period, less the cumulative amount previously certified. The statement shall be supported by detailed measurements of the items of work executed and other supporting documentation as required by the Engineer.

34.1.2 The Engineer-in-Charge or his authorized representative / SQC / PMC shall verify the statement, conduct necessary checks, and certify the amount due for payment to the Contractor.

34.1.3 The value of work executed shall be determined on the basis of measurements approved by the Engineer-in-Charge and shall include:

- a. *The value of quantities of the items in the Bill of Quantities completed and measured at site.*

*b. The valuation of Variations and Extra Items, as approved in accordance with the Contract.*

- 34.1.4 All payments shall be subject to adjustments for recoveries, including those for advances, security deposits, retention money, and statutory deductions such as taxes and levies applicable under law.
- 34.1.5 The Engineer-in-Charge may, at his discretion, exclude or revise any item certified in a previous certificate in light of new or additional information.
- 34.1.6 Payment of an Interim Payment Certificate (IPC) shall be treated as an advance against the final payment, and not as a conclusive acceptance of any portion of the work.
- 34.1.7 Interim payments shall not preclude the Employer or the Engineer-in-Charge from requiring the Contractor to remove, rectify, or reconstruct defective or unsound work, nor shall they be deemed as evidence of due performance or waiver of any contractual obligation.
- 34.1.8 Verification Checklist for Interim Payment Certificates (IPCs) before certification and release of any IPC, the Engineer-in-Charge shall ensure verification of activities as specified in Contract Data.

## **E. FINISHING THE CONTRACT**

### **35 COMPLETION CERTIFICATE AND COMPLETION PLANS.**

#### **35.1 Completion of Work.**

- 35.1.1 When the Contractor considers that the whole of the Works has been completed in accordance with the provisions of the Contract, he shall give a written notice to the Engineer-in-Charge requesting for the issue of a Completion Certificate.

Such notice shall be accompanied by:

- a. A detailed account of the work executed;*
  - b. As-built Completion drawings;*
  - c. Test results and quality assurance documentation;*
  - d. Geotagged Photo/video of work done before and after*
  - e. Clearance certificates from statutory authorities, where applicable.*
- 35.1.2 The Competent Authority as defined in the contract data shall, within 30 (thirty) days of receipt of such notice, inspect the Works and either:

- a. *Issue the Completion Certificate, stating the date on which the Works were completed to his satisfaction; or*
- b. *Issue a Defect List, identifying any items of work that are incomplete, defective, or not in conformity with the Contract.*

35.1.3 The Contractor shall promptly rectify or complete such items at his own cost, and upon satisfactory compliance, the Competent Authority shall issue the Completion Certificate. Format for Completion Certificate is defined in Contract Data.

### 35.2 Provisional Completion Certificate.

35.2.1 Where only minor outstanding items remain which do not affect the safe or functional use of the Works, the Competent Authority as defined in Contract Data may issue a Provisional Completion Certificate, allowing the work to be put into beneficial use by the Employer. (Explain with Example in Contract Data)

35.2.2 The Defects Liability Period (DLP) for of the work certified under the Provisional Completion Certificate shall commence from the date of issuance of such certificate but final payment shall be made only from the date of issuing Completion Certificate.

35.2.3 The Final Completion Certificate shall, however, be issued only after full compliance of all contractual obligations and rectification of pending items.

### 35.3 Partial Completion Certificate

35.3.1 Where more than 50% of the work has been completed in accordance with the Contract, and the remaining work is halted for more than 90 days due to reasons beyond the control of the Contractor, the Contractor may request issuance of a Partial Completion Certificate.

35.3.2 Upon verification, if the Competent Authority as defined in the Contract Data is satisfied that the completed portion is structurally sound, functional, and meets the specifications, a Partial Completion Certificate shall be issued for that portion, indicating the extent of work completed and the balance work pending.

35.3.3 The Defects Liability Period (DLP) for the portion of the work certified under the Partial Completion Certificate shall commence from the date of issuance of such certificate. The DLP for the remaining work shall commence only after issuance of the Final Completion Certificate for that portion.

35.3.4 Issuance of a Partial Completion Certificate shall not relieve the Contractor of the obligation to complete the balance work nor limit any rights of the Government under the Contract. Format for Partial Completion Certificate is defined in Contract Data.

### **36 FINAL ACCOUNT**

- 36.1 The Contractor shall supply the Engineer-in-Charge with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of Completion Certificate of works. The Engineer-in-Charge shall process for payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete.
- 36.2 If the account is not correct or complete, the Engineer-in-Charge 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.
- 36.3 In case the account is not received within 21 days of issue of Certificate of Completion, the Engineer shall proceed to finalize the account and issue a payment certificate within 45 days.

### **37 SERVICES TO BE PERFORMED DURING DEFECTS LIABILITY PERIOD**

- 37.1 During the Defects Liability Period (DLP), the Contractor shall remain fully responsible for the performance, serviceability, safety, durability, and maintenance of the Works as executed under the Contract. The Contractor shall carry out all inspections, monitoring, corrective actions, and defect rectification as specified in the Contract Data.
- 37.2 Detailed requirements for inspections, service obligations, safety compliance, performance monitoring, and reporting procedures during the DLP, if any, is give in Contract Data.
- 37.3 The Contractor shall perform periodic inspections during DLP at the frequency prescribed in the Contract Data. After each inspection, the Contractor shall submit a DLP Inspection Report to the Engineer-in-Charge.
- 37.4 If any defect, deficiency, performance shortfall, or safety hazard is identified, either by the Contractor, Engineer-in-Charge, Employer, or any authorized agency, the Engineer-in-Charge shall issue a Notice to Cure specifying Nature of defect, Location and extent and Time limit for rectification.

- 37.5 The time limit for rectification shall be determined by the Engineer-in-Charge or the Competent Authority considering the severity, safety implications, and nature of the defect.
- 37.6 In the event the Contractor fails to commence remedial works within 15 (fifteen) days of receipt of Notice to Cure or a Notice in this behalf from the Employer be entitled to undertake such remedial measures at the risk and cost of the Contractor through any third party agency, and to recover its cost from the Contractor.
- In addition to recovery of the aforesaid cost, a sum equal to 10% (ten per cent) of such cost shall be paid by the Contractor to the Employer as Damages.
- 37.7 The Employer reserves the right to engage a Third-Party Quality Auditor (TPQA) or any independent technical agency to assess quality, safety, service levels, structural soundness, pavement performance, or any other parameter during DLP. The Contractor shall provide full cooperation, access to site and records, and support for such audits.
- 37.8 The Contractor shall be fully responsible for any accident, injury, fatality, or damage occurring during the DLP due to poor quality of safety measures. Such acts shall be considered negligence, and the Contractor may be liable for prosecution under applicable law. The Contractor shall indemnify the Employer from all claims, legal actions, compensations, liabilities, penalties, or damages arising from such incidents.
- 37.9 Provision of services during DLP and issuance of the Defect Liability Certificate shall not absolve the Contractor of responsibility for defects attributable to poor workmanship, structural inadequacy, inferior materials, or breaches of the Contract.

## **F. OTHER CONDITIONS OF CONTRACT**

### **38 CURRENCIES**

- 38.1 All payments will be made in Indian Rupees.

### **39 LABOUR**

- 39.1 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.

- 39.2 The Contractor shall, if required by the Engineer, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge 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-in-Charge may require.

#### **40 COMPLIANCE WITH LABOUR REGULATIONS**

- 40.1 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-in-Charge 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.

#### **41 AUDIT AND TECHNICAL EXAMINATION**

- 41.1 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.

#### **42 DEATH OR PERMANENT INVALIDITY OF CONTRACTOR**

- 42.1 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.

#### **43 JURISDICTION**

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

**[END OF GCC]**

**CONTRACT DATA SHEET**

GCC Clause	Particulars	Data
1.14	Employer	<b>Chief Municipal Officer MUNICIPAL COUNCIL SIDHI Distt – SIDHI</b>
1.15	Engineer-in-Charge	<b>Sub Engineer MUNICIPAL COUNCIL SIDHI</b>
1.20	Stipulated Period of Completion	As mentioned in NIT
3.1	Language & Law of Contract	English & Indian Contract Act 1872
4.1	Address & contact details of the Contractor	As per 'Annexure-C of NIT'
4.2	Address & contact details of the Employer/ Engineer-in-Charge – phone, Fax, e-mail.	<b>Chief Municipal Officer</b> Address : <b>MUNICIPAL COUNCIL SIDHI Distt – SIDHI (M.P.)</b> Phone/ Mobile : <b>Email : cmosidhi@mpurban.gov.in</b>
5.1	Subcontracting permitted for the Contract Value	For the works having PAC more than Rs. ____ Cr.
5.2	Share allowed for subcontracting in percentage	Not more than 25% of the work (financial value) shall be permitted to be subcontracted.
6.1.3	Penalty, if required Technical Personnel not employed	As per Annexure - 1
9.4	Requirement of Insurance	Compulsory for the projects costing more than Rs. _____ Cr. . However, it is advisable to have insurance for projects of lesser value also.
10.1	Specifications	As provided in Section - 4
	Drawings	As provided in Section - 4
12.2	Competent Authority for deciding dispute under Dispute Resolution System	<b>(Superintendent Engineer UADD REWA)</b>
12.5	Appellate Authority for deciding dispute under	<b>ENGINEER IN CHIEF - UADD BHOPAL</b>

	Dispute Resolution System	
13.1	Time for submission of Work Program	Within _____ days of signing of the contract.
13.4	Interval for submitting revised work program	Within _____ days of completion of every milestone or earlier as directed by Engineer-in-Charge.
13.4	Action for Non-submission of Work Program / revised work program within prescribed time	<b>MUNICIPAL CONUCIL SIDHI</b> Say, An amount of 0.1% of Contract Price per week or Rs. 50,000/- whichever is lower.
13.5	Indicative Format for work program or revised work programme	As per Annexure 2
13.9	Format for Monthly Progress Report	As per Annexure 3
14.3	Indicative Format for EOT request	As per Annexure 4
14.4	Competent Authority for granting EOT	<b>MUNICIPAL COUNCIL SIDHI</b>
15.3	Milestones & required progress	Milestone 1 – 12.5% financial progress in 25% of the time for completion. Milestone 2 – 37.5% financial progress in 50% of the time for completion. Milestone 3 – 75% financial progress in 75% of the time for completion. Milestone 4 – 100% financial progress in 100% of the time for completion.
15.4	Liquidated Damages	0.05% per day of delay limited to 10% of the Contract Price.
15.5	Action for Non achievement of Milestones	As per Annexure 5
17.1	Requirement of QAP	<Department Specific>

		Say, QAP to be submitted for works costing more than Rs. 50 Cr. The indicative Format for preparing QAP is provided in Annexure 6
18.3	Requirement of Laboratory	<Department Specific> Mandatory for the works costing more than Rs. 5 Cr. within 45 days of signing of Contract. Essential Lab Equipment's are prescribed in Annexure 7
18.4	Penalty for Delay in Laboratory Setup	<Department Specific> Say, 0.5% of the Contract Price or Rs. 2 Lacs whichever is lower per month of delay.
18.6	Mandatory equipment and machines at site.	Annexure 8
18.7.1	Defect Liability Period	<b>60 Months after physical completion of work/Decided by UADD REWA .....</b>
21.2 (b) II.	Competent Authority for approving rate analysis of extra items.	<Department Specific> (Designation of officer)
24.2.2	Computerized measurement book (CMB)	<Department Specific>
24.3.1	Process flow for e-MB	<Department Specific> As provided in Annexure 9
25.2.1 (h)	Any additional grounds for termination on Contractor's Default	
27.1 (c)	Time of prolonged suspension of work	Six (6) Months
28.1 (a)	Any other penalty on termination for contractor's default	
29.2	Validity of Performance Security and Additional Performance Security	Performance Security to be valid for 90 days beyond DLP including any extensions thereof. Additional Performance Security to be valid for 90 days beyond the completion of work including any extensions thereof.
29.5	Competent Authority for forfeiture of Performance	<Department Specific> (Designation of officer)

	Security/Additional Performance Security and Security Deposit	
30.1	Deduction of SD from running bills and final bill.	5% of the bill amount.
30.2 (a)	Limit for replacement of SD by BG.	When the SD reaches to 2.5% of the Contract Price and when reaches to 5% of the Contract Price.
30.4	Release of Security Deposit	As provided in Annexure 10
31.1	Price Adjustment	As provided in Annexure 11
32.1	Mobilization Advance	As provided in Annexure 12
32.7	Recovery of Mobilization Advance	
33.1	Secured Advance	As provided in Annexure 13
33.2	Limit of Secured Advance	
34.2	Verification Check List for IPC	As per Annexure 14
35.1.2	Competent Authority for issuing completion certificate	<Department Specific> (Designation of officer) Say, Superintending Engineer for works costing more than Rs. 10 Cr. EE for works costing less than Rs. 10 Cr.
35.1.3	Format for Completion Certificate	As per Annexure 15
35.2.1	Competent Authority for issuance of provisional completion certificate	<Department Specific> (Designation of officer) Say, Superintending Engineer for works costing more than Rs. 10 Cr. EE for works costing less than Rs. 10 Cr.
35.3.2	Competent Authority for issuance of Partial Completion Certificate	<Department Specific> (Designation of officer)
35.3.3	Format for Partial Completion Certificate	As per Annexure 16
36.2	Competent Authority for deciding over	<Department Specific> (Designation of officer)

	disagreement in regard to final account	
37.1, 37.2 & 37.3	Responsibilities of Contractor during DLP	As per Annexure 17
40.1	Labour Regulations	As per Annexure 18

**ANNEXURE – 1PENALTY FOR NON-DEPLOYMENT OF TECHNICAL STAFF IN  
REQUIRED QUANTITY**

**ANNEXURE 2: FORMAT FOR WORK PROGRAMME**

(To be submitted within 21 days of award of work as per Clause 13 of GCC)

(Applicable only for works having PAC more than or equal to Rs. 2 Crore. Engineer-in-Charge shall provided simple format for works having PAC Less then Rs. 2 Crore.)

**1. Basic Information**

<b>Particular</b>	<b>Details</b>
<b>Name of Work</b>	_____
<b>Agreement No. &amp; Date</b>	_____
<b>Name of Contractor</b>	_____
<b>Division / Subdivision</b>	_____
<b>Contract Value</b>	<input type="checkbox"/> _____
<b>Date of Start</b>	_____
<b>Time Allowed for Completion</b>	_____ <b>months</b>
<b>Date of Completion</b>	_____
<b>Name of Project Manager</b>	_____
<b>Contact No. / Email</b>	_____

**2. Major Activities / Work Items**

<b>S. No.</b>	<b>Major Activity / Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Duration (Days)</b>	<b>Start Date</b>	<b>Finish Date</b>
<b>1</b>	<b>Site clearance and layout</b>					
<b>2</b>	<b>Earthwork and subgrade</b>					
<b>3</b>	<b>Base course / WMM / Lean Concrete</b>					

<b>4</b>	<b>Concrete / Bituminous work</b>					
<b>5</b>	<b>Finishing and testing</b>					

*(Above list is indicative. Contractor has to add items as per project requirement.)*

### 3. Milestone Schedule

<b>Milestone No.</b>	<b>Description of Milestone</b>	<b>Scheduled Date</b>	<b>Weightage (%)</b>	<b>Remarks</b>
<b>M1</b>	<b>Start and mobilization</b>			
<b>M2</b>	<b>Completion of Earthwork</b>			
<b>M3</b>	<b>Completion of Structure / Pavement</b>			
<b>M4</b>	<b>Completion of Finishing Work</b>			
<b>M5</b>	<b>Completion and Handing Over</b>			

*(Above list is indicative. Contractor has to add milestones as per project requirement.)*

### 4. Resource Plan

<b>Resource Type</b>	<b>Details / Description</b>	<b>Quantity</b>	<b>Duration (From–To)</b>
<b>Manpower</b>	<b>Engineers, supervisors, labour</b>		
<b>Machinery</b>	<b>Roller, mixer, paver, excavator etc.</b>		
<b>Material</b>	<b>Cement, steel, aggregate, bitumen etc.</b>		

*(Above list is indicative. Contractor has to add components as per project requirement.)*

**5. Work Programme Chart**

Attach a **simple bar/ PERT chart or schedule** showing all major activities, start and end dates, and milestone points.

(Chart may be made in Excel, MS Project, Primavera or as prescribed by Engineer-in-Charge.)

**6. Progress Reporting**

<b>Period</b>	<b>Planned Progress (%)</b>	<b>Actual Progress (%)</b>	<b>Remarks / Action Required</b>
<b>Quarter 1</b>			
<b>Quarter 2</b>			
<b>Quarter 3</b>			
<b>Quarter 4</b>			

*(To be updated Monthly Basis or as directed by Engineer-in-Charge.)*

**7. Declaration**

I/We confirm that the above Work Programme is prepared as per contract conditions and will be followed during the entire execution of the work. If any delay occurs, a revised plan will be submitted as required.

**Signature of Contractor / Authorized Signatory:** \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

**Verified by Engineer-in-Charge:** \_\_\_\_\_

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

**ANNEXURE 3: FORMAT FOR MONTHLY PROGRESS REPORT (MPR)**

(To be submitted by the Contractor to the Engineer-in-Charge by the 5th day of every month)

(Applicable only for works having PAC more than or equal to Rs. 2 Crore. Engineer-in-Charge shall provided simple format for works having PAC Less then Rs. 2 Crore.)

**1. Basic Project Details**

<b>Particular</b>	<b>Details</b>
<b>Name of Work</b>	_____
<b>Agreement No. &amp; Date</b>	_____
<b>Name of Contractor</b>	_____
<b>Name of Division / Subdivision</b>	_____
<b>Date of Commencement</b>	_____
<b>Stipulated Date of Completion</b>	_____
<b>Time Allowed for Completion</b>	_____ months
<b>Month and Year of Report</b>	_____

**2. Summary of Physical Progress**

<b>Item / Activity</b>	<b>Unit</b>	<b>Total Quantity as per BOQ</b>	<b>Quantity Executed up to Last Month</b>	<b>Quantity Executed This Month</b>	<b>Cumulative Quantity</b>	<b>% Physical Progress</b>
<b>1. Earthwork</b>	<b>m<sup>3</sup></b>					
<b>2. Sub-base / Base Course</b>	<b>m<sup>2</sup></b>					
<b>3. Concrete / Bituminous</b>	<b>m<sup>3</sup> / m<sup>2</sup></b>					

<b>Work</b>						
<b>4. Structure / Building Work</b>	<b>LS</b>					
<b>5. Finishing / Drainage / Other Works</b>						
<b>Total Progress</b>						_____ %

Above list of items, is indicatie. Items to be defined as per BOQ.

### 3. Summary of Financial Progress

<b>Description</b>	<b>Amount (₹)</b>
<b>Contract Value</b>	
<b>Value of Work Done up to Last Month</b>	
<b>Value of Work Done During This Month</b>	
<b>Cumulative Value of Work Done</b>	
<b>% Financial Progress</b>	_____ %
<b>Total Payment Received (Including Advances)</b>	
<b>Balance Work Value</b>	

### 4. Status of Milestones

<b>Milestone No.</b>	<b>Description</b>	<b>Scheduled Date</b>	<b>Actual / Expected Date</b>	<b>Status (On Time / Delayed)</b>	<b>Delay (Days)</b>	<b>Remarks / Reasons</b>

<b>M1</b>						
<b>M2</b>						
<b>M3</b>						

*(Attach revised milestone plan if delay has occurred.)*

### 5. Details of Resources Deployed

<b>Resource Type</b>	<b>Description</b>	<b>Quantity / No.</b>	<b>Remarks</b>
<b>Manpower</b>	<b>Engineers, supervisors, labour etc.</b>		
<b>Machinery</b>	<b>Rollers, pavers, mixers, excavators etc.</b>		
<b>Materials</b>	<b>Cement, steel, aggregate, bitumen etc.</b>		

### 6. Site Photographs

Attach 3–5 Colour geotagged photographs showing key progress activities during the month (before and after views where applicable). Each photograph should mention:

- Activity name
- Date
- Chainage / Location

### 7. Hindrances and Delays

<b>Sr. No.</b>	<b>Description of Hindrance</b>	<b>Date of Occurrence</b>	<b>Duration (Days)</b>	<b>Action Taken / Proposed</b>	<b>Remarks</b>
<b>1</b>					
<b>2</b>					

*(Attach copy of Hindrance Register, if applicable.)*

### 8. Issues Requiring Attention of Engineer-in-Charge

List any specific approvals, design drawings, or decisions pending from the Employer that are affecting work progress:

--

**9. Contractor’s Remarks**

Summary of achievements, difficulties faced, and plan for next month:

--

**10. Certification**

I/We certify that the above information is correct and reflects the actual progress and conditions at site.

**Signature of Contractor / Authorized Signatory:** \_\_\_\_\_

Name: \_\_\_\_\_

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

**Verified by:**

(Signature of Site Engineer / Assistant Engineer) \_\_\_\_\_

**Checked and Approved by Engineer-in-Charge:** \_\_\_\_\_

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

**Note:**

1. The Monthly Progress Report shall be submitted **by the 5th day of each month** for the preceding month.
2. A **copy shall also be sent by email** to the office of the Engineer-in-Charge.
3. The report shall form part of the record for assessing milestone achievement and payment.

**ANNEXURE 4: FORMAT FOR APPLICATION FOR EXTENSION OF TIME (EOT)**

*(To be submitted to Engineer-in-Charge within 30 days of occurrence of event)*

**To:**

The Engineer-in-Charge,  
[Name of Division / Department],  
[Address].

**Subject:** *Request for Extension of Time under Clause 14 of General Conditions of Contract*

Sir,

I/We, M/s \_\_\_\_\_, the Contractor for the work  
“ \_\_\_\_\_ ” (Agreement No. \_\_\_\_\_), request  
to submit this application for extension of time for completion of the above work as per the  
details below:

1. Name of Work	
2. Agreement No. & Date	
3. Name of Division / Subdivision	
4. Date of Commencement of Work	
5. Original Stipulated Date of Completion	
6. Period of Extension Previously Granted (if any)	
7. Description of Event / Hindrance Causing Delay	
8. Date of Occurrence of Event	
9. Date of Intimation to Engineer-in-Charge (as per Clause 14.4)	
10. Entry No. & Date in Hindrance Register	
11. Period of Delay Claimed (in days)	

12. Expected Revised Date of Completion	
13. Supporting Documents Attached (if any)	<p><b>a. Copy of Hindrance Register page</b></p> <p><b>b. Photographic evidence (if applicable)</b></p> <p><b>c. Correspondence or site order references</b></p>

**Justification:**

The above delay occurred due to reasons beyond our control and not attributable to us. We have taken all possible steps to minimize the delay. It is, therefore, requested that the time for completion of the work may kindly be extended by \_\_\_\_ **days** up to **DD/MM/YYYY** without levy of liquidated damages.

**Declaration:**

I/We confirm that all information furnished above is true and correct. If any information is found false or misleading, the Employer shall have the right to reject this application and take appropriate action under the Contract.

**Yours faithfully,**

(Signature of Contractor / Authorized Representative)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Contact No.: \_\_\_\_\_

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

**ANNEXURE 5 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 -

- a. Slippage up to 25% in financial target during the milestone under consideration - 2.5% of the work remained unexecuted in the related time span.
- b. 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.
- c. 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.
- d. Slippage exceeding 75% in financial target during the milestone under consideration -10% of the work remained unexecuted in the related time span.

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

For example – For a work of Rs. 100 Cr. and with a stipulated time of completion of 2 years. The progress required and achieved (assumed) is as follows -

<b>Milestone</b>	<b>Required Progress</b>	<b>Achieved Progress</b>	<b>Amount to be withheld</b>
------------------	--------------------------	--------------------------	------------------------------

<b>One (1/4<sup>th</sup> of Time) i.e. six months</b>	<b>12.5%</b>	<b>5%</b>	
<b>Two (Half of the time) i.e. One year</b>	<b>37.5%</b>	<b>32%</b>	
<b>Three (3/4<sup>th</sup> of Time) i.e. 18 Months</b>	<b>75%</b>	<b>70%</b>	
<b>Four (Full time) i.e. 24 months</b>	<b>100%</b>	<b>100%</b>	

1. On first milestone the progress has slipped by 60%. Therefore, the amount to be withheld shall be 7.5% of worked remained unexecuted in the related time span. In this time span the work was required to be completed of Rs. 12.5 Cr. . Therefore, the work which remained unexecuted during this time span is Rs. 7.5 Cr. Accordingly the amount to be withheld shall be 7.5% of Rs. 7.5 Cr. i.e. Rs. 56.25 Lacs.
  2. On second milestone the work which remained unexecuted is of Rs. 5.5 Cr. and slippage is  $(37.5 - 32)/37.5\% = 14.66\%$  i.e. less than 25%. Therefore, the amount to be withheld at this stage shall be 2.5% of the value of unexecuted work i.e.  $2.5 \times 5.5 / 100$  Cr. = Rs. 13.75 Lacs. Previously an amount of Rs. 56.25 lacs were withheld. Therefore, now an amount of Rs. 56.25-13.75 Lacs i.e. Rs. 42.50 lacs should be released.
  3. On third milestone the work which remained unexecuted is of Rs. 5 Cr. and slippage is  $(75 - 70)/75\% = 6.66\%$  i.e. less than 25%. Therefore, the amount to be withheld at this stage shall be 2.5% of the value of unexecuted work i.e.  $2.5 \times 5 / 100$  Cr. = Rs. 12.50 Lacs. Previously an amount of Rs. 13.75 lacs were withheld. Therefore, now an amount of Rs. 13.75-12.50 Lacs i.e. Rs. 1.25 lacs should be released.
  4. On fourth milestone the contractor as achieved the progress as per the milestone requirement. Therefore, the withheld amount of Rs. 1.25 Lacs shall also be released.
- The EOT given to the contractor (for defaults not attributable to the contractor) shall increase the time of the particular milestone in which the event for which EOT has been given has occurred, along with the total time period. The subsequent milestones shall also get extended accordingly. For example, if in the above example a sum of Rs. 56.25 Lacs has been withheld for less achievement in first milestone and thereafter any EOT of one month related to first milestone itself is given to the contractor then the first milestone will fall after 7 months from the date of signing of the contract. Accordingly, the amount to be withheld shall be corrected on the basis of

progress achieved in first seven months. The second, third & fourth milestone shall fall after 13, 19 and 25 months from the date of signing of the contract, unless any other time extension in subsequent milestone are given.

**ANNEXURE 6: FORMAT OF QUALITY ASSURANCE PLAN (QAP)**

(To be submitted by the Contractor within 30 days from signing of the Contract)

(Applicable only for works having PAC more than or equal to Rs. 2 Crore. Engineer-in-Charge shall provided simple format for works having PAC Less then Rs. 2 Crore.)**1. General Information**

<b>Particular</b>	<b>Details</b>
<b>Name of Work</b>	_____
<b>Agreement No. &amp; Date</b>	_____
<b>Name of Contractor</b>	_____
<b>Division / Subdivision</b>	_____
<b>Date of Commencement</b>	_____
<b>Date of Completion</b>	_____
<b>Name of Project Manager</b>	_____
<b>Name of Quality Control Engineer</b>	_____
<b>Contact Number &amp; Email</b>	_____

**2. Objective of QAP**

To ensure that all materials, workmanship, and testing during construction meet the specifications, drawings, and contract conditions. This plan defines how quality and safety will be maintained at every stage of work.

**3. Quality Control Setup**

<b>Role / Designation</b>	<b>Name</b>	<b>Qualification / Experience</b>	<b>Responsibility</b>
<b>Project Manager</b>			<b>Overall control and supervision</b>
<b>QC Engineer</b>			<b>Testing and record maintenance</b>
<b>Lab Technician</b>			<b>Sample collection and testing</b>
<b>Safety Officer</b>			<b>Site safety and compliance</b>

<b>Site Supervisor</b>			<b>Day-to-day inspection</b>
------------------------	--	--	------------------------------

#### 4. Laboratory and Equipment

<b>Particular</b>	<b>Details</b>
<b>Location of Field Lab</b>	_____
<b>Major Equipment Available</b>	_____
<b>Calibration Done On</b>	_____
<b>Frequency of Calibration</b>	_____
<b>Third Party / Employer Lab Used (if any)</b>	_____

#### 5. Material Testing Plan

<b>S. No.</b>	<b>Material / Activity</b>	<b>Test Name</b>	<b>BIS Code / Specification</b>	<b>Frequency of Test</b>	<b>Where to Test (Field / Dept. / Third Party)</b>
1	Soil	Field Density / MDD	IS:2720	1 per 500 m <sup>3</sup>	Field
2	Concrete	Cube Strength / Slump	IS:516 / IS:1199	1 set per 30 m <sup>3</sup>	Field
3	Steel	Tensile / Bend Test	IS:1786	Lot-wise	Third Party
4	Bitumen	Marshal Stability / Gradation	MoRTH 507	1 per 50 tonnes	Dept./Third Party

*(Contractor to include all materials used in work.)*

**6. Material Source and Approval**

<b>Material</b>	<b>Source / Supplier</b>	<b>Approval Status</b>	<b>Test Certificate (Yes/No)</b>	<b>Remarks</b>
<b>Cement</b>				
<b>Steel</b>				
<b>Aggregate</b>				
<b>Bitumen</b>				
<b>Bricks / Blocks</b>				

**7. Workmanship and Process Control**

<b>Activity</b>	<b>Quality Check Points</b>	<b>Frequency of Check</b>	<b>Checked By</b>	<b>Record / Register Reference</b>
<b>Earthwork</b>	<b>Layer thickness, compaction</b>	<b>Daily</b>	<b>QC Engineer</b>	<b>Density Register</b>
<b>Concrete</b>	<b>Mixing ratio, slump, curing</b>	<b>Every Pour</b>	<b>QC Engineer</b>	<b>Cube Register</b>
<b>Road Work</b>	<b>Density, level, thickness</b>	<b>Daily</b>	<b>Lab Technician</b>	<b>Compaction Log</b>
<b>Finishing</b>	<b>Alignment, surface finish</b>	<b>Weekly</b>	<b>Site Supervisor</b>	<b>Inspection Log</b>

**8. Safety and Environmental Plan**

<b>Aspect</b>	<b>Control Measures</b>	<b>Responsible Person</b>	<b>Frequency of Check</b>
<b>PPE Use</b>	<b>Helmet, gloves, shoes</b>	<b>Safety Officer</b>	<b>Daily</b>
<b>Sign Boards &amp; Barricading</b>	<b>Proper signage at site</b>	<b>Site Engineer</b>	<b>Weekly</b>
<b>Waste Disposal</b>	<b>As per guidelines</b>	<b>Site Supervisor</b>	<b>Weekly</b>
<b>First Aid</b>	<b>Availability of kit</b>	<b>Safety Officer</b>	<b>Monthly</b>

### **9. Quality Records to be Maintained**

- Site Order Book
- Material Test Register
- Cube Test Register
- Bitumen Test Register
- Equipment Calibration Record
- Daily Progress Report
- Safety Check Register

### **10. Non-Conformance and Corrective Action**

If any test fails or defect occurs:

- Record in “Non-Conformance Register.”
- Inform Engineer-in-Charge immediately.
- Rectify as per Engineer’s instructions before continuing work.

### **11. Submission and Approval**

<b>Particular</b>	<b>Details</b>
Date of Submission	_____
Submitted by (Contractor)	_____

Signature & Seal	_____
Verified by (Engineer-in-Charge)	_____
Approved by (Competent Authority)	_____
Date of Approval	_____

**Note:**

1. The Contractor shall submit this QAP within **30 days** of signing the agreement.
2. The QAP shall be reviewed and approved by the **Engineer-in-Charge**.
3. Any major change during execution shall require written approval.
4. The QAP shall remain valid till completion of work and defect liability period.

**ANNEXURE 7: DETAILS OF SITE LABORATORY, EQUIPMENT, AND QUALITY CONTROL PERSONNEL**

(To be submitted by the Bidder on Letterhead and certified by the Authorized Signatory)

**Name of Work:** \_\_\_\_\_

**Tender No.:** \_\_\_\_\_

**Name of Bidder / Firm:** \_\_\_\_\_

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

**Contact No.:** \_\_\_\_\_ **Email ID:** \_\_\_\_\_

**A. Site Laboratory Setup**

<b>S. No.</b>	<b>Particulars</b>	<b>Details / Description</b>
<b>1</b>	<b>Proposed location of Site Laboratory</b>	
<b>2</b>	<b>Type of structure (permanent / semi-permanent / portable)</b>	
<b>3</b>	<b>Availability of power and water supply</b>	
<b>4</b>	<b>Floor area and layout (attach drawing / sketch if available)</b>	
<b>5</b>	<b>Proposed date of establishment at site</b>	
<b>6</b>	<b>Accessibility and distance from main work site</b>	
<b>7</b>	<b>Safety arrangements (fire, ventilation, drainage, etc.)</b>	
<b>8</b>	<b>Calibration and verification plan</b>	

**B. Essential Testing Equipment Proposed for Site Laboratory**

<b>S. No</b>	<b>Name of Equipmen</b>	<b>Make / Model /</b>	<b>Ownersh</b>	<b>Calibratio</b>	<b>Date &amp;</b>	<b>Proof of</b>	<b>Remark</b>
			<b>p (Owned</b>	<b>n Status</b>	<b>Validity of</b>	<b>Ownersh</b>	<b>s</b>

S. No.	Apparatus	Capacity	/ To be Procured / To be Hired)	(Yes/No)	Last Calibration	p / Hire Document Attached (Yes/No)	
1							
2							
3							
4							
5							

### C. Details of Laboratory and Quality Control Personnel

S. No.	Name of Personnel	Designation / Role	Qualification	Experience (Years)	Status (Full-time / Part-time)	Contact No.	Remarks
1							
2							
3							

### D. Declaration by Bidder

I/We hereby declare that:

1. The details furnished above regarding the proposed **Site Laboratory**, its **equipment**, and **personnel** are true and correct to the best of my/our knowledge and belief.
2. All essential testing equipment listed will be installed, calibrated, and made functional at the site before commencement of major construction activities.

3. Qualified and full-time laboratory staff shall be deployed throughout the project execution period.
4. All equipment shall be maintained in proper working condition with valid calibration certificates, available for inspection at any time by the Engineer-in-Charge.
5. Any change or addition in laboratory equipment or personnel shall be immediately intimated to the Engineer-in-Charge for approval.

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**Signature of Authorized Signatory:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Seal of Firm**

**E. For Departmental Use Only** (To to be filled by Engineer-in-Charge after signing of Contract Agreement)

Verification by Engineer-in-Charge / Employer Representative

The Site Laboratory setup, equipment, and personnel details have been verified and found to be

satisfactory /  not satisfactory.

Remarks: \_\_\_\_\_

Date of Verification: \_\_\_\_\_

Signature of Engineer-in-Charge: \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**ANNEXURE 8 :DETAILS OF PLANT, EQUIPMENT AND MACHINERY TO BE  
DEPLOYED FOR PROJECT EXECUTION**

(To be submitted by the Bidder on Letterhead and certified by the Authorized Signatory)

Name of Work: \_\_\_\_\_

Tender No.: \_\_\_\_\_

Name of Bidder / Firm: \_\_\_\_\_

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

Contact No.: \_\_\_\_\_ Email ID: \_\_\_\_\_

**A. Plant, Equipment and Machinery will be deployed for above mentioned work, where:**

<p><b>The Project is:</b></p> <p><input type="checkbox"/> Bridge Works</p> <p><input type="checkbox"/> Building Works</p> <p><input type="checkbox"/> CC Road Works</p> <p><input type="checkbox"/> BT Road Works</p>	<p><b>Having Project Value:</b></p> <p><input type="checkbox"/> Project Value below <input type="checkbox"/>20 Crore</p> <p><input type="checkbox"/> Project Value <input type="checkbox"/>20 Crore and above</p>
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S. No.	Name & Type of Equipment / Machinery	Make / Model / Capacity	Year of Manufacture	Ownership Status (Owned / Hired / Leased)	Registration / Serial No.	Proof Attached (Ownership / Lease / Hire Document)
1.	Tipper Trucks					
2.	Motor Grader					
3.	Dozer					
4.	Front end Loader					
5.	Smooth Wheeled roller					

<b>6.</b>	<b>Vibratory Roller</b>					
<b>7.</b>	<b>Hot mix plant with electronic control</b>					
<b>8.</b>	<b>Paver finisher with electronic sensor</b>					
<b>9.</b>	<b>Water tanker</b>					
<b>10</b>	<b>Bitumen Sprayer</b>					
<b>11</b>	<b>Tandem Roller</b>					
<b>12</b>	<b>Concrete mixer with Integral weigh Batching facility</b>					
<b>13</b>	<b>Slip Form Concrete paver capable of paving in required width of carriageway in one single pass including all appropriate accessories such as, integral vibratory</b>					

	system and electronic sensors ancillary equipment for applying curing compound, joint cutting etc.					
14	Concrete batching and mixing plant with automatic control (minimum 100 cum/hour)					
15	Pneumatic tyre roller					
16	Batch Mixing plant with electronic controls (series minimum 100-120 TPH capacity as required)					

**B. Declaration by the Bidder**

I/We hereby declare that:

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**Signature of Authorized Signatory:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Seal of Firm**

**C. For Departmental Use Only** (To to be filled by Engineer-in-Charge after signing of Contract Agreement)

**Verification by Engineer-in-Charge / Employer Representative**

Plant, Machinery and equipment installed/deployed at site and details have been verified and found to be  **satisfactory** /  **not satisfactory**.

Remarks: \_\_\_\_\_

**Date of Verification:** \_\_\_\_\_

**Signature of Engineer-in-Charge:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_



**ANNEXURE – 9 PROCESSES OF E-MEASUREMENT**

To be prepared by concerned department.

**ANNEXURE 10: RELEASE OF PERFORMANCE GUARANTEE (PG) AND  
SECURITY DEPOSIT (SD)**

**(Applicable only for Road Projects)**

**Performance Guarantee**

1. **Performance Guarantee (PG):** The Contractor shall furnish a Performance Guarantee (PG) in accordance with the provisions of the Contract Data.
2. **Period of Validity of PG:** The Performance Guarantee shall remain valid and enforceable until:
  - (a) the expiry of the Defects Liability Period (DLP), and
  - (b) successful rectification of all defects identified during the final-year DLP inspection, and
  - (c) certification of satisfactory performance by the Superintending Engineer (SE).
3. **Release of PG:** The entire PG shall be released only after:
  1. completion of the last (final) year of the DLP,
  2. inspection by the SE or Competent Authority,
  3. successful curing and rectification of all defects observed during the final-year inspection, and
  4. issue of a written certificate declaring that the Contractor has satisfactorily discharged all obligations under the Contract.
4. **Forfeiture of PG:** If the Contractor fails to rectify the defects within the time specified in the Notice to Cure issued during the final year of DLP:
  - the Employer shall have the right to **forfeit the PG**, in part or in full;
  - the forfeited amount may be utilized for completion/rectification through departmental means or third-party agencies;
  - such forfeiture shall be without prejudice to any other remedy available under the Contract.

**Security Deposit (SD)**

1. **Amount of Security Deposit:** Security Deposit (SD) shall be retained from payments or furnished as per provisions of the Contract Data.
2. **Applicability and Timeline of Release:** The SD shall be released **in annual instalments** during the DLP, subject to satisfactory inspection and performance. Two separate release schedules shall apply:

**(A) Release Schedule for 5-Year DLP**

DLP Year	Percentage of SD to be Released
<b>Year 1</b>	<b>0%</b>

<b>Year 2</b>	<b>25%</b>
<b>Year 3</b>	<b>0%</b>
<b>Year 4</b>	<b>25%</b>
<b>Year 5</b>	<b>50%</b>

**(B) Release Schedule for 3-Year DLP**

<b>DLP Year</b>	<b>Percentage of SD to be Released</b>
<b>Year 1</b>	<b>0%</b>
<b>Year 2</b>	<b>40%</b>
<b>Year 3</b>	<b>60%</b>

**3. Conditions for Release of Annual SD Instalments**

**3.1 Mandatory Inspection for Each Release:** An SD instalment for a particular DLP year shall be released **only after**:

- a. detailed inspection of the completed Works by the **Superintending Engineer (SE)** or designated Competent Authority;
- b. submission of the annual **DLP Inspection Report** by the Contractor;
- c. verification of performance, functional serviceability, and safety compliance;
- d. confirmation that all defects identified during the year have been rectified satisfactorily.

**3.2 Confirmation of Defect Curing:** The Contractor must cure all defects identified by the Engineer-in-Charge within the prescribed timeframe, submit completion records, photographs, and technical compliance notes, undergo re-inspection if required.

**3.3 Failure to Cure Defects – Consequences:** If the Contractor fails to cure any defects within the time prescribed in the **Notice to Cure**:

1. The **annual SD instalment for that year shall stand forfeited.**
2. The Employer may engage:
  - o departmental execution, or
  - o a third-party agency for rectification; the cost of which shall be recovered from the forfeited SD.

3. No reinstatement or re-credit of forfeited SD instalment shall be permitted, even if the Contractor subsequently cures the defects.

#### **4. Interaction with DLP Obligations**

**4.1 Continuity of Liability:** The release of any SD instalment does not relieve the Contractor from responsibility for:

- structural performance,
- material durability,
- safety compliance,
- latent or hidden defects,
- workmanship deficiencies.

**4.2 Withholding of SD or PG:** The Employer may withhold release of SD or PG if:

- ongoing defects exist,
- safety concerns are pending,
- the Contractor has not complied with DLP inspection obligations,
- any accident or incident has occurred due to poor construction or safety measures.

#### **5. Defects Not Cured During DLP**

**5.1 Engagement of Third Party:** If the Contractor does not remedy a defect within specified time, the Employer may:

- rectify the defect through a **third-party specialized agency**,
- recover the full cost (including supervision, testing, and administrative charges) from the Contractor's SD, PG, or any other dues.

**5.2 Re-inspection After Third-Party Repairs:** Works completed by third-party agencies will be inspected and certified by the SE. The Contractor shall have no claim on the process, cost, or method adopted for such rectification.

#### **6. No Financial Claim by Contractor**

The Contractor shall not be entitled to any interest on the amounts withheld or forfeited. Once forfeited under this clause, **SD or PG shall not be reinstated**, regardless of subsequent repairs or rectification efforts by the Contractor.

#### **7. Final Release of PG and SD**

1. The PG shall be released **only after conclusion of final-year DLP**, successful curing of all defects, and certification by SE.
2. The final instalment of SD (whether 30% in 5-year DLP or 50% in 3-year DLP) shall also be released upon similar certification.

Both releases shall occur only after ensuring no pending liabilities, claims, or unresolved defects exist.

### ANNEXURE- 11: 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.

$P1 =$  Percentage of Labour component of the work.

#### **Adjustment for Cement Component**

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

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

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

$C_0 =$  The all-India wholesale price index for Cement on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

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

$P_c =$  Percentage of cement component of the work

#### **Adjustment of Steel Component**

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

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

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

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

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

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

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

### **Adjustment of Bitumen Component**

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

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

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

$B_o$ = The official retail price of bitumen at the IOC depot 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 15<sup>th</sup> day of the month under consideration.

$P_b$ = Percentage of bitumen component of the work.

### **Adjustment of POL (Fuel and Lubricant) Component**

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

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

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

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

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

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

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

**Adjustment for Plant and Machinery Spares component**

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

$$V_p = 0.85X P_p / 100XR_x( P_i - P_o) / P_o$$

$V_p$ = 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.**

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

$$V_m = 0.85X P_m / 100XR_x( M_i - M_o) / M_o$$

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

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

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

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

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

S.No.	Component	Nature of Work					
		B.T. Road Construction	B.T. Renewal	Rigid Pavement Construction	Bridge Works	Building Works	Other Work
1	2	3	4	5	6	7	8
1	Labour component- $P_1$	10%	10%	10%	20%	25%	
2	Cement component - $P_c$	5%	0%	23%	15%	18%	
3	Steel component - $P_s$	5%	0%	12%	20%	13%	
4	Bitumen component- $P_b$	20%	30%	0%	0%	0%	
5	POL component - $P_f$	10%	10%	10%	10%	5%	
6	Plant & Machinery Spares component - $P_p$	5%	5%	5%	5%	5%	
7	Other Materials component- $P_m$	45%	45%	40%	30%	34%	

- Ordinarily, the seven (7) components indicated above shall be applicable to civil works for the purpose of price adjustment.
- For specific works where components other than those listed above constitute a substantial portion of the work, additional or alternative components may be incorporated using an appropriate formula and relevant indices, with the approval of the competent authority.
- In all cases, the sum total of percentages of all components shall be equal to 100%.

- *For works other than those specified in the above table, the concerned department may revise or prescribe the component-wise percentage distribution based on the nature and composition of the work, duly approved by the competent authority.*

**ANNEXURE – 12: BANK GUARANTEE FORM FOR MOBILIZATION AND  
CONSTRUCTION MACHINERY ADVANCE**

To,

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

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

\_\_\_\_\_ [name of Contractor]

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

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

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

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

Yours truly,

Signature and Seal: -----

Name of Bank/Financial Institution: \_

Address:

Date: \_

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

**ANNEXURE -13: INDENTURE BOND FOR SECURED ADVANCES**

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

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

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

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

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

1. The Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
2. That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
3. That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
4. That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer-in-Charge 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-in-Charge 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 owipg of the Employer shall immediately on the happening of such default be re- payable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or' respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the

recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly

8. That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
  - a. Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
  - b. Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
  - c. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

**ANNEXURE - 14 : VERIFICATION CHECK LIST FOR IPC**

**ANNEXURE – 15: PHYSICAL COMPLETION CERTIFICATE**

Name of Work:

Agreement No

:

Date:

Amount of Contract Rs

.....

Name of Agency:

.

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

<Authorized officer>

MUNICIPAL COUNCIL SIDHI

## FINAL COMPLETION CERTIFICATE

Name of Work:

Agreement No : Date:

Amount of Contract Rs .....

Name of Agency: .

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 .....

<Authorized officer>

MUNICIPAL COUNCIL SIDHI

**ANNEXURE 16 FORMAT FOR PATIAL COMPLETION CERTIFICATE**

**ANNEXURE 17 SERVICES DURING DEFECTS LIABILITY PERIOD (DLP)****SECTION A — ROAD WORKS****1. Road Works – DLP Responsibilities**

Item	Requirements During DLP
Frequency of Inspection	<ul style="list-style-type: none"> <li>• Quarterly routine inspection</li> <li>• Half yearly comprehensive inspection</li> <li>• Joint inspection every Year</li> <li>• Extraordinary inspection after rains, floods, accidents</li> </ul>
Scope of Services (Roads)	<ul style="list-style-type: none"> <li>• Pothole/crack/rutting repairs</li> <li>• Shoulder and slope restoration</li> <li>• Cleaning/repair of drains &amp; culverts</li> <li>• Maintenance of signage, cat's eyes, guardrails, barriers</li> <li>• Restoration of damaged safety devices</li> </ul>
Reporting Requirements	<ul style="list-style-type: none"> <li>• Half-yearly inspection report with photographs &amp; geotags</li> <li>• Quarterly pavement condition report</li> <li>• Emergency repair report within 24 hrs</li> </ul>

**2. Common Provisions for Road Works (Mandatory for this Section)**

- a. Upon identification of any defect or failure, the Engineer-in-Charge shall issue a **Notice to Cure**, specifying the time allowed for rectification.
- b. If the Contractor fails to cure within the prescribed time, the Employer may engage a **third-party agency**, and the full cost shall be recovered from the Contractor's Performance Security or dues.
- c. The Employer reserves the right to appoint **Third-Party Quality Auditors** during DLP. The Contractor shall fully cooperate and provide access to records and sites.
- d. These obligations do not relieve the Contractor of responsibility for defects arising due to workmanship, material quality, or construction deficiencies.

**3. General Safety & Liability Clause (For Road Section)**

The Contractor shall be fully responsible for any accident, injury, fatality, or damage occurring during the DLP due to improper or poor-quality safety measures. Such acts constitute negligence, and the Contractor shall indemnify the Employer from all claims, penalties, legal proceedings, or compensations. The Contractor may also be liable for prosecution under applicable law.

**4. Road-Specific Safety Liability (Additional Obligation)**

If any accident occurs due to:

- missing road safety devices,
- poor-quality or damaged safety elements, or
- failure to maintain road safety as per contract specifications,

the Contractor shall bear **full legal liability**, including criminal negligence, and shall indemnify the Employer from all resulting claims or damages.

## SECTION B — BRIDGE & STRUCTURE WORKS

### 1. Bridge Works – DLP Responsibilities

Item	Requirements During DLP
Frequency of Inspection	<ul style="list-style-type: none"> <li>• Structural inspection every year</li> <li>• Special inspection before monsoon, high-flow events and after earthquakes</li> </ul>
Scope of Services	<ul style="list-style-type: none"> <li>• Maintenance of bearings, joints, barriers</li> <li>• Cleaning drainage spouts &amp; weep holes</li> <li>• Repair of cracks, spalling, corrosion</li> <li>• Repair of revetment, retaining walls, protection works</li> <li>• Rectification of settlement, deflection, vibration</li> </ul>
Reporting Requirements	<ul style="list-style-type: none"> <li>• Annual structural report</li> <li>• Photographic/video documentation</li> <li>• Underwater inspection record (if applicable)</li> </ul>

### 2. Common Provisions for Bridge & Structure Works

1. Engineer-in-Charge may issue a **Notice to Cure** specifying required rectification timelines.
2. Non-compliance may lead to Employer engaging a **third-party** to rectify defects at Contractor's cost.
3. Employer may conduct **Third-Party Quality Assessments** during DLP.
4. These DLP requirements do not absolve Contractor from liabilities arising from defects in materials, workmanship, or structural deficiencies.

### 3. General Safety & Liability Clause (Applicable)

The Contractor shall be responsible for any accident, injury, fatality, or structural damage during DLP caused by inadequate safety measures or improper maintenance. The Contractor shall indemnify the Employer against all related claims and may face prosecution for negligence.

**SECTION C — BUILDING WORKS**

**1. Building Works – DLP Responsibilities**

Item	Requirements During DLP
Frequency of Inspection	<ul style="list-style-type: none"> <li>• Comprehensive inspection every 6 months</li> <li>• Immediate inspection on complaint</li> </ul>
Scope of Services	<ul style="list-style-type: none"> <li>• Repair of structural/non-structural cracks</li> <li>• Rectification of water leakage, seepage, dampness</li> <li>• Electrical repairs, earthing, fixtures</li> <li>• Plumbing/sanitary repairs</li> <li>• Maintenance of lifts, HVAC, fire systems, DG sets</li> </ul>
Reporting Requirements	<ul style="list-style-type: none"> <li>• 6 Monthly inspection report</li> <li>• Fire-safety compliance report</li> <li>• Building services performance log</li> </ul>

**2. Common Provisions for Building Works**

1. Engineer-in-Charge may issue **Notice to Cure** specifying curing period.
2. If Contractor fails, Employer may engage third-party and recover costs.
3. Employer may appoint independent experts for **third-party quality checks**.
4. DLP compliance does not exempt Contractor from responsibility for defects due to workmanship, materials, or code violations.

**3. General Safety & Liability Clause (Applicable)**

The Contractor shall be responsible for accidents, injuries, or damages arising during DLP due to poor safety measures, unsafe building components, or non-maintenance of safety equipment. The Contractor shall indemnify the Employer and may face legal prosecution.

**SECTION — D**

**DLP responsibilities as per need and requirement of concerned departments for the nature of work executed by them**

**ANNEXURE–18: SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE**

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

- j. **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k. **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, LOA, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l. **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m. **Child labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour prohibited in building and construction industry.
- n. **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o. **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cass 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 case 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 workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p. **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

### **SECTION 3: PART - II SPECIAL CONDITIONS OF CONTRACT [SCC]**

<p style="text-align: center;">Special Conditions of Contract for Project-specific conditions not covered under GCC</p>
<p>The Special Conditions of Contract shall supplement the General Conditions of Contract. In the event of any inconsistency between the General Conditions of Contract and the Special Conditions of Contract, the provisions of the Special Conditions of Contract shall prevail.</p>
<ul style="list-style-type: none"><li>• Scope-specific requirements</li><li>• Price adjustment and escalation provisions</li><li>• Payment terms and milestones</li><li>• Time for completion and extensions</li><li>• Quality control and testing requirements</li><li>• Environmental, social, and safety obligations</li><li>• Any other requirement</li></ul>

**SECTION 4: GENERAL DESCRIPTION OF WORK**

-----  
 Probable Amount of Contract:

(Rs. In Figure) ----- lakh

(Rs. In Words) Rs. -----

**BILL OF QUANTITIES (BOQ)**

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
<b>As Per Schedule Attached</b>							
	~						
	<b>Total Amount (Rs. In Figure)</b>						

Total Amount (Rs. In Words) .....

—

**CHIEF MUNICIPAL OFFICER  
 MUNICIPAL COUNCIL SIDHI**

## SECTION 5: AGREEMENT FORM

### AGREEMENT

This agreement, made on the .....between **Authorized officer<Employer>** --  
------(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 ready and construed as part of  
this Agreement viz.
  - i. letter of Acceptance
  - ii. Contractor's Bid
  - iii. Condition of Contract: General and Special
  - iv. Contract Data v. Bid Data vi. Drawings
  - v. Bill of Quantities and
  - vi. 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:

**Chief Municipal Officer**  
**Municipal Council Sidhi**

**Binding Signature of Contractor**