

## Government of Madhya Pradesh

Commissioner Municipal Corporation, Gwalior (M.P.)

### Appendix 2.10

### (Works Department Manual 1983)

(For Percentage Rates Only in Works Department and Other Department similar to Works Department)

#### TENDER DOCUMENT FOR PERCENT RATE TENDER

NIT Number and Date	:	
Agreement Number and Date	:	
Name of Work	:	Survey and Design of laying sewer network including Providing, Laying, Testing and Commissioning of Main Trunk Sewer Line and Branch Sewerage Network to connect sewage of areas Ward 3 and Ward 4 Gwalior Vidhansabha.
Name of the Contractor	:	
Probable Amount of Contract		
(Rs. In Figure)	:	Rs. 4,14,78,544.40
(Rs. In Words)	:	Rs. Four crore Forteen lakh Seventy Eight thousand Five hundred Forty Four Rupees Forty Paise only.
Contract Amount		
(Rs. In Figure)	:	
(Rs. In Words)	:	
Stipulated Period of Completion	:	06 months Excluding rainy season

**Appendix 2.10**

**Tender Document**

**Table of Contents**

<b>Section No</b>	<b>Particulars</b>	<b>Page</b>
<b>Section 1</b>	NIT	3 - 6
<b>Section 2</b>	Instructions to Bidders (ITB)	7-12
	Bid Data Sheet	13-16
	Annexure -A to M	17-37
<b>Section 3</b>	Table of Clauses	38
	Part - I General Conditions of Contract (GCC)	39-57
	Contract Data	58-60
	Annexure - N to X	61-83
	Part – I & II Special Conditions of Contract (SCC)	84-126
	Chapter –1 & 2	127-138
<b>Section 4</b>	Bill of Quantities (BOQ)	139-146
<b>Section 5</b>	Agreement Form & Annexure –Z	147-148

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

**SECTION 1**

**Notice Inviting e-Tenders**

**Government of Madhya Pradesh**

**Commissioner Municipal Corporation, Gwalior (M.P.)**

No.----- /e-tendering/water supply distribution network/

Date:

On behalf of Gwalior Municipal Corporation (GMC) online **Percent Rate Bids** for the following works are invited from registered contractors and firms of repute, fulfilling eligibility criteria.

S.No	Work	Probable Amount (In Rs.)	Completion Period (months)
1.0	Survey and Design of laying sewer network including Providing, Laying, Testing and Commissioning of Main Trunk Sewer Line and Branch Sewerage Network to connect sewage of areas Ward 3 and Ward 4 Gwalior Vidhansabha.	4,14,78,544.40	06 months Excluding rainy season

1. Bidders have to submit scanned copy of registration in Madhya Pradesh Public Works Department, and certificate of registration of GSTIN No., PAN (Permanent Account Number), details of firms as per Annexure-H and Affidavit as per Annexure-B on Non-Judicial Stamp of Rs. 100/- (One Hundred Rupees).
2. Interested Bidders can view the NIT on website <http://www.mpeproc.gov.in>.and [www.mpurban.gov.in](http://www.mpurban.gov.in)
3. The Bid Document can be purchased only Online from 10:30 AM, / / 2026 to 17:30 PM, / / 2026.
4. Amendment to NIT, if any, would be published on website only, and not in Newspaper. In case of any amendment and clarification, the responsibility lies with the bidder to note the same from aforesaid website. The Commissioner, Municipal Corporation, Gwalior or any authority on behalf of Gwalior Municipal Corporation shall have no responsibility for any delay/omission on part of the bidder. It is advised to visit the aforesaid website regularly till submission of bid.

**Notice Inviting Tender**  
**Government of Madhya Pradesh**  
**Commissioner Municipal Corporation, Gwalior(M.P.)**

NIT No. \_\_\_\_\_/e-tendering/Sewer distribution network / 26/

Date / / 2026

On behalf of Gwalior Municipal Corporation (GMC) online **Percent Rate Bids** for the following works are invited from registered contractors and firms of repute, fulfilling eligibility criteria.

Name of the work	Probable amount of contract (In Rs.)	Earnest Money Deposit (EMD) (In Rs)	Cost of Bid Document (In Rupees)	Category of Contractor	Time of Completion
Survey and Design of laying sewer network including Providing, Laying, Testing and Commissioning of Main Trunk Sewer Line and Branch Sewerage Network to connect sewage of areas Ward 3 and Ward 4 Gwalior Vidhansabha.	4,14,78,544.40	2,07,393.00	15000	Registered with Public Works Department of Madhya Pradesh	06 months Excluding rainy season.

- All details relating to the Bid Document(s) can be viewed and downloaded free of cost from the website mentioned in NIT.
- Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
- At the time of submission of the Bid the eligible bidder shall be required to:
  - pay the cost of Bid Document;
  - deposit the Earnest Money;
  - submit an affidavit as per **Annexure-B** on Non Judicial Stamp of Rs. 100/- ( One Hundred)
  - submit a **Annexure-Z**
  - submit a **Annexure-H**
  - submit a **Annexure-X**
  - Scanned copy of valid Registration Certificate of Goods and Services Tax identification no. (**GSTIN**)
  - Scanned of valid Registration Certificate of Employees Provident Fund (**EPF**)
  - Scanned copy of Permanent Account Number (**PAN**)
  - submit copy of valid registration under Public Works Department, Government of Madhya Pradesh

**OR**

submit copy of application applied for registration in Public Works Department, Government of Madhya Pradesh, if the bidder is not registered with Public Works Department, Government of M.P. at the time of submission of bid.

details can be seen in the bid data sheet.

**4. ELIGIBILITY FOR BIDDERS:**

- (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, Public Works Department (PWD) under Centralized Registration System to execute the work under this contract. However, such bidders who are not registered with the Government of Madhya Pradesh, Public Works Department (PWD) and have applied for registration under Public Works Department, Government of Madhya Pradesh, can also submit the bid but such bidders shall have to upload scanned copy of application applied for registration online at the time of submitting of bid.
- (b) The bidder would be required to have valid registration with Madhya Pradesh, Public Works Department (MPPWD) in appropriate class at the time of signing of Agreement.
- (c) Failure to sign the agreement by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
- (d) The bidders should have experience of executed similar nature of works.

**5. PRE-QUALIFICATION :** Prequalification conditions are as follows

**5.1 EXPERIENCE OF HAVING SUCCESSFULLY EXECUTED SIMILAR WORKS :**

- Three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025 or
- Two similar works, each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025 or
- One similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 5 financial years 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025 or

**5.2. AVERAGE ANNUAL TURNOVER :**

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last five financial years i.e. 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025 or

**6. SPECIAL ELIGIBILITY CONDITIONS :** if any, are given in the Bid Data Sheet

7. The Bid Document can be purchased only online from 10:30 A.M. (Time) / / 2026 (Date) to 17:30 P.M. (Time) / / 2026 (Date). Other key dates may be seen in Bid data sheet.

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

**9. TENDER FEE :**

- (i) Bidder shall make online payment of tender document (Tender Fee).
- (ii) No bid will be entertained without the proof of making payment of tender document (Tender Fee).

**10. EARNEST MONEY DEPOSIT**

- (i) The bidder shall submit Earnest Money Deposit (EMD) only online as prescribed in tender document.
- (ii) The proof of submitting of Earnest Money Deposit (EMD) must be submitted in **Envelope-A**.
- (iii) No bid /proposal will be considered without Valid Earnest Money Deposit.
- (iv) The bidder will upload scanned self – certified copy of requisite proof of submitting of Earnest Money Deposit on the website.

**11. TECHNICAL BID :**

Bidders must positively complete online e-tendering process at <http://mptenders.gov.in>. They shall have to submit documents as prescribed in the tender document online.

**12. PRICE BID :**

The bidders shall have to submit the price bid as per the format given in the tender document and upload as per instructions therein. Physical submission of price bid will not be considered. The price bid of technically qualified bidders shall be opened online at the notified date. The bidder can view the price bid opening by logging into website.

**SECTION 2**  
**INSTRUCTIONS TO BIDDERS (ITB)**  
**A. GENERAL**

**1. SCOPE OF BID**

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

**2. General Quality of Work:**

The work shall have to be executed in accordance with the technical specifications specified in the Bid Data sheet/ Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

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

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

**4. ONE BID PER BIDDER**

4.1 The bidder can be an individual entity or a joint venture (if permitted as per Bid Data Sheet). In case the J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.

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

**5. Cost of Bidding**

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

**6. Site Visit and examination of works**

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

**B. Bid Documents**

**7. CONTENT OF BID DOCUMENTS**

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, Bid Data Sheet with all Annexure
3. Conditions of Contract:
  - i. Part I General Conditions of Contract and the Contract Data with all Annexure; and
  - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings

6. Priced Bill of Quantities
  7. Technical and financial Bid
  8. Letter of Acceptance
  9. Agreement, and
  10. Any other Document (s), as Specified.
8. The Bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities of Bid Document. Bidder shall be solely responsible for his failure to do so.

**9. PRE-BID MEETING (Where Applicable)**

- 9.1 Details of venue, date and time are mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid meeting will be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer queries on any matter. The Commissioner, Municipal Corporation, Gwalior (Employer) or on behalf of Commissioner, Municipal Corporation, Gwalior, Engineer-In-Charge/Executive Engineer, Gwalior Municipal Corporation may, at his option, give such clarifications as are felt necessary.
- 9.3 Minutes of pre-bid meeting including the list of the questions/queries raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

**10. AMENDMENT OF BID DOCUMENTS**

- 10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Document by publication of the same on the website.
- 10.2 All amendments shall form part of the Bid Document.
- 10.3 Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

**C. Preparation of Bid**

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

**12. DOCUMENTS COMPRISING THE BID**

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



**Part 1** – This shall be known as **Envelope A** and is submitted only online. **Envelope A** shall contain the following details.

- (i) Scanned copy of document for the proof of making payment of cost of Bid Document and submitting of amount of **Earnest Money Deposit (EMD)**.
- (ii) Scanned copy of **valid registration** under Public Works Department of Madhya Pradesh.

**OR**

**Scanned copy of application submitted for registration under Public Works Department of Madhya Pradesh**, if the Bidder is not having Valid Registration or is not registered with the Public Works Department of Madhya Pradesh at the time of submission of bid.

- (iii) Scanned copy of valid Registration Certificate of Goods and Services Tax identification no. **(GSTIN)**
- (iv) Scanned of valid Registration Certificate of Employees Provident Fund **(EPF)**
- (v) Scanned copy of Permanent Account Number **(PAN)**
- (vi) Organization details with scanned copies of related documents as per **ANNEXURE-H** of bid document.
- (vii) An affidavit duly notarized as per **ANNEXURE-B** of bid document on Non-Judicial Stamp of Rs. 100/-
- (viii) Scanned copy of **ANNEXURE-X & ANNEXURE-Z**

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

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

### **13. Language**

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

### **14. TECHNICAL PROPOSAL**

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

14.2 All the documents/ information enclosed with the Technical Proposal should be self-attested and certified by the bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information are found false/ fake/ untrue before acceptance of bid. If it is found after acceptance of the bid, the bid sanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment deposit and take any other suitable action.

14.3 guarantee, security deposit, enlistment deposit and take any other suitable action.

## **15. FINANCIAL BID**

- i. The bidder shall have to quote rates in format referred in Bid Data Sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties, liveies and taxes except goods and services tax gst ,the amount of applicable gst will be paid separately to the contractor with each bill at the time of payment.the employer shall not be liable for any duties,taxes except gst royalties and levies.

## **16. PERIOD OF VALIDITY OF BIDS**

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

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

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2 The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, other form(s) of EMD may be allowed by the Employer by mentioning it in the Bid Data Sheet.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

## **D. Submission of Bid**

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

## **E. Opening and Evaluation of Bid**

### **19 PROCEDURE**

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

### **20 Confidentiality**

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

## **F. Award of Contract**

### **21. Award of Contract**

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

### **22. Performance Security**

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

### **23. Signing of Contract Agreement**

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

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

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

## **24. CORRUPT PRACTICES**

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

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

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

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

**[End of ITB]**

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

**Bid Data Sheet****General**

<b>S.No.</b>	<b>Particulars</b>	<b>Data</b>	
1	Office inviting Tender	Commissioner, Municipal Corporation, Gwalior (M.P.)	
2	NIT No		
3	Date of NIT		
4	Bid document download available from date & time	From ..... 10:30 Hrs	To ..... 17:30 Hrs
5	Website link	<a href="http://uadd.mpeprocurement.gov.in">http://uadd.mpeprocurement.gov.in</a>	

**For Section 1 - NIT**

<b>Clause reference</b>	<b>Particulars</b>	<b>Data</b>
2	Portal fees	As Applicable
3	Cost of bid document ( in the form of Demand Draft)	<b>15000.00</b> (Fifteen Thousand Rupees only)
	Cost of bid document payable to	Municipal Corporation, Gwalior (M.P.)
	Cost of bid document in favour of	Commissioner, Municipal, Gwalior (M.P.)
4	Affidavit	<b>Annexure B</b>
5	Pre-qualifications required	<b>YES</b>
	If yes, detail	<b>Annexure C</b>
6	Special Eligibility	Not Applicable
7	Key Dates	<b>Annexure A</b>

**For Section 2 – ITB**

<b>Clause reference</b>	<b>Particulars</b>	<b>Data</b>
1	Name of work	Survey and Design of laying sewer network including Providing, Laying, Testing and Commissioning of Main Trunk Sewer Line and Branch Sewerage Network to connect sewage of areas Ward 3 and Ward 4 Gwalior Vidhansabha.
2	Specifications	<b>Annexure E</b>
3	Procedure for participation in e-tendering	<b>Annexure F</b>

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

Clause reference	Particulars	Data
9	Pre bid meeting to held	<b>NO</b>
	If Yes, Date, Time & Place	Date : Time from : 11:00 AM To 2:00 PM Place : Bal Bhavan, Near Stadium, City Centre, Gwalior-
12	<b>Envelope –A</b> containing :	
	i. Proof of depositing cost of bid document.	<b>YES</b>
	ii. Earnest Money Deposit (EMD)	<b>YES</b>
	iii. An affidavit duly notarized as per <b>Annexure-B</b>	<b>YES</b>
	iv. Scanned copy of registration under Govt. of Madhya Pradesh, Public Works Department (PWD) Or scanned copy of application for applying for registration under Public Department, Government of Madhya Pradesh.	<b>YES</b>
	v. Scanned copy of registration of goods and services tax identification No. (GSTIN)	<b>YES</b>
	vi. Scanned copy of Permanent Account Number (PAN)	<b>YES</b>
	vii. Scanned of valid Registration Certificate of Employees Provident Fund (EPF)	<b>YES</b>
	viii. Organizational details as per <b>Annexure-H</b>	<b>YES</b>
	ix. <b>Annexure-X</b>	<b>YES</b>
	x. <b>Annexure-Z</b>	<b>YES</b>
14	<b>Envelope-B</b> Technical Proposal	<b>Annexure – I-1 and I-2</b>

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

Clause reference	Particulars	Data
15	<b>Envelope-C</b> Financial Bid	<b>Annexure – J</b>
	Material to be issued by the Gwalior Municipal Corporation	Not Applicable
16	Period of Validity of Bid	120 Days
17	Earnest Money Deposit	<b>207393.00</b>
	Forms of Earnest Money Deposit (EMD)	FDR/e-FDR-
	EMD valid for a period of	Not less than 120 days
	FDR/e-FDR must be in favour of	Commissioner, Municipal Corporation, Gwalior.
21	Letter of Acceptance (LOA)	<b>Annexure – L</b>
22	Amount of Performance Security	3% of contract amount at the time of signing of agreement and 2% will be deducted from each running bill.
	Additional Performance Security, if any,	If bid rate is less than 10% below probable amount of contract (PAC), such bid will be treated as unworkable bid and shall require If bid rate is less than 15% below probable amount of contract (PAC), such bid will be treated as unworkable bid and shall require If bid rate is less than 10% below probable amount of contract (PAC), such bid will be treated as unworkable bid and shall require additional performance security equal to an amount arrived at by multiplying the contract amount with difference of percent between rate (Below/minus) of successful bidder and 10% rate below/minus)

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

<b>Clause reference</b>	<b>Particulars</b>	<b>Data</b>
22	Performance Security	Performance security shall be in the shape of FDR/Term Deposit receipt issued by any nationalized or scheduled or commercial bank or in the shape of Bank Guarantee issued by any nationalized or scheduled or commercial bank.
	Performance security in the format	Annexure-M
	Performance security in favour of	Commissioner, Municipal Corporation, Gwalior (M.P.)
	Performance security valid up-to	Contract period plus 06 months.



**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

**ANNEXURE-A**

(See clause 6 of Section 1 NIT)

**KEY DATES**

S.No	Gwalior Municipal Corporation's stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1	Publishing Date	Purchase of Tender- Online		10.30		17:30	
2	Document download/sale start date	Bid Submission- Online		10:31		17:30	
3	Pre-bid meeting			11:00		17:30	
4	Opening of Envelope-A			12:00		17:30	Envelope A
5	Opening of Technical Bid (Envelope-B)			15:00		15:30	Envelope B
6	Opening of Financial Bid (Envelope-C)						Envelope C

**Annexure – B**  
(See clause 3 of Section 1 -NIT)

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

*(On Non Judicial Stamp of Rs. 100)*

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

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

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

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
  - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
  - b. Information regarding financial qualification and annual turnover is correct.
  - c. Information regarding various technical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

**OR**

Following close relatives are working in the department:

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

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

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

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

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

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

**Annexure – C**  
(See clause 5 of Section 1 -NI)

## PRE-QUALIFICATIONS CRITERIA

**The bidder should have:**

### **A. Financial**

- i. experience of having successfully executed:
  - a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; 2020-2021, 2021-2022, 2022-2023, 2023-2024 & 2024-2025 or
  - b) two similar works, each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; 2020-2021, 2021-2022, 2022-2023, 2023-2024 & 2024-2025 or
  - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 5 financial years 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025;
- ii. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years.
- iii. Executed similar items of work in any one financial year during the last 5 financial years 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025, which should not be less than the minimum, physical requirement, if any, fixed for the work.

### **B. Physical**

Physical qualifications for the work shall be as below

Sno	Particulars	Quantity	Period
1	<i>Physical qualification required</i>	<i>No</i>	
2	<i>Earthwork</i>		
3	<i>Concrete work</i>		

(The Employer shall specify all physical qualifications required).

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

Section 2 –Annexure - d

**SPECIAL ELIGIBILITY  
CRITERIA**

**Annexure – D**  
(Schedule for Section 1 -NIT)

**The bidder should have experience of:**

A. Erection of Steel Gates -

B. Construction of tunnel -

**Note: Above criteria are indicative, subject to suitable stipulations by the department for each specific bid.**

**Not Applicable**

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

**Annexure – E**

**(See clause 2 of Section 2-ITB &  
clause 18 of GCC)**

**SPECIFICATIONS**

1. Specifications mentioned/specified in various Integrated Standards Schedule of Rates namely (1) Water Supply, Sewerage and Tube Well Works (2) Building Water Supply, Drainage and Sanitary Installation (3) Roads & Bridge (4) Electrical Works issued by the Engineer-in-Chief, Directorate, Urban Administration and Development, Palika Bhawan, Shivaji Nagar, Madhya Pradesh, Bhopal and enforced since 02 August, 2021. The aforesaid Integrated Schedule of Rates are available at UADD Website ([www.mpuraban.gov.in](http://www.mpuraban.gov.in)).
2. Specifications/specified in Unitified Schedule of Rates namely Water Supply, Sewerage and Allied Works issued by Enginner-in-Chief, Public Helath Engineering Department, Bhopal (M.P.) and enforced since 03 July, 2018 The aforesaid Unified Schedule of Rates is available on Website of Public Health Engineering Department, Government of Madhya Pradesh.
3. Specifications as prescribed in CPHEEO, New Delhi for different works included in the scope of bid are to be followed to execute the works.
4. Specifications mentioned in the different Indian Bureau of Standards relating to the work included in the scope of work for this contract shall form part of the technical specifications of work included in the contract.

**Annexure -F**

(See clause 3 of section 2-ITB)

**Procedure for Participation in e-Tendering****1. Registration of Bidders on e-Tendering System:**

All the PWD registered bidders are already registered on the new e-procurement portal <https://www.mpeproc.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. for more details may contact M/s. \_Tata Consultancy Services Corporate Block, 5<sup>th</sup> floor, DB City BHOPAL-462011 email id: [eproc\\_helpdesk@mpsdc.gov.in](mailto:eproc_helpdesk@mpsdc.gov.in). Helpdesk phone numbers are available on website.

**2. Digital Certificate:**

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

**Note:**

i. *It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not obtain another Digital Certificate for the same.*  
*The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from*  
[CCA.GOV.IN](http://CCA.GOV.IN)

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

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

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

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

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

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

**4. Key Dates:**

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

**5. Preparation and Submission of Bids**

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

**6. Purchase of Bid Document**

For purchasing of the bid document bidders have to pay Service Charge online ONLY which is Rs. [as per Bid Date Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and upto scheduled time and date as set in the key dates.

The payment for the cost of bid document shall be made online through Debit/Credit card , Net banking or NeFT Challan through the payment gateway provided on the portal.

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

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

**Annexure – G**

(See clause 4 of Section 2 -ITB)

**JOINT VENTURE (J.V.)**

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

1. Bids submitted by a joint venture<sup>1</sup> of two or more firms as partners shall comply with the following requirements:
  - a. one of the partners shall be nominated as being Lead Partner, and his authorization shall be evidenced by submitting a power of attorney signed by all authorized signatories of all the partners;
  - b. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
  - c. the partner in charge<sup>2</sup> shall be authorized to incur liability and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
  - d. all partners of the joint venture shall be jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
  - e. The joint venture agreement shall indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project<sup>3</sup>. All members of JV<sup>4</sup> should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
  - f. The joint venture agreement should be registered<sup>5</sup>, so as to be legally valid and binding on all partners; and
  - g. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid<sup>6</sup>.
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security<sup>7</sup> of a Joint Venture shall be in the name of the partner **Lead Partner/joint venture**.
4. Attach the power of attorney<sup>8</sup> of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.
6. Furnish details of participation proposed in the joint venture as below:



**DETAILS OF PARTICIPATION IN THE JOINT VENTURE:-**

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

1. Joint Venture is an arrangement in which two or more parties under an agreement for the purpose of executing specific project and all parties shall be jointly and severally responsible to incur all the liabilities under the task/project, if awarded.
2. Partner in Charge – i.e. Lead partner.
3. This agreement shall also mention the NIT No./System I.D., Name of Work, Name of Joint Venture, Firm as lead partner and other partners.
4. The lead partner and the other partners shall have minimum 51% and 20% stake respectively in the Joint Venture.
5. The joint venture agreement should be made on Rs. 1000/- Non Judicial Stamp Paper, duly Notarized/registered. Each partner of the joint venture shall be individually registered in the appropriate class required for participation in the tender or if eligible for registration, can also participate after having applied for registration in appropriate class.
6. The joint venture agreement entered into by the partners shall be submitted originally in envelope A and should also be uploaded online (scanned copy) with the bid.
7. The Earnest Money Deposit and Performance Security of the joint venture shall be drawn in favour of the concerned Executive Engineer and on Account of the partner – i.e. Lead partner/joint venture.
8. Power of Attorney shall be prepared separately on Rs. 500/- Non Judicial Stamp Paper, duly Notarized and should be submitted originally in Envelope A (and uploaded online scanned copy) alongwith joint venture agreement.

**Annexure - H**(See clause 12 of Section 2 –ITB &  
clause 4 of GCC)**ORGANIZATIONAL DETAILS****(To be Contained in Envelope - A)**

S. No.	Particulars	Details
1.	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP	Registration No. _____ Date _____ (Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual/ Proprietary Firm/ Partnership Firm	
4.	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956)/ Corporation/ Joint Venture	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	<b>Details of Authorized Representative</b>	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	

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

**Signature of Bidder  
with Seal**

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

## Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

Sno	Particulars	Details to be submitted
1	Experience – Financial & Physical	Annexure - I (Format: I-1)
2	Annual Turnover	Annexure - I (Format: I-2)
3	List of technical personnel for the key Positions ( <b>Not Applicable</b> )	Annexure - I (Format: I-3) ( <b>Not Applicable</b> )
4	List of Key equipments/ machines for quality control labs ( <b>Not Applicable</b> )	Annexure - I (Format: I-4) ( <b>Not Applicable</b> )
5	List of Key equipments/ machines for construction work ( <b>Not Applicable</b> )	Annexure - I (Format: I-5) ( <b>Not Applicable</b> )

**Note:**

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

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

(See clause 14 of Section 2 -ITB)

**FINANCIAL & PHYSICAL EXPERIENCE DETAILS****A. Financial Requirement:****The bidder should have completed either of the below:**

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; years 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025; or
- b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; years 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025; or
- c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 5 financial years years 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025; ;

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

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

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

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

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

**B. Physical Requirement:**

- a) Execution of similar items of work in any one financial year during the last 5 financial years 2019-2020, 2020-2021, 2021- 2022, 2022-2023 and 2023-2024; ; should not be less than the minimum physical requirement fixed for the work.

Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 5 financial years.

1. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work viz. earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc.
- The bidder can submit scanned copy of experience certificate to meet out the pre-qualification criteria in any format duly signed by the Competent Authority, however, the experience certificate shall have information of agreement No. with year or work order no. with date, description of works executed, amount of executed works, date of completion of all works of agreement. If in all information to meet out pre-qualification criteria of experience is not disclosed in experience certificate, bidder is required to submit scanned copy of agreement for which experience certificate is issued.

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

(See clause 14 of Section 2 -ITB)

**ANNUAL TURN OVER****Requirement:**

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years years 2020-2021, 2021- 2022, 2022-2023, 2023-2024 & 2024-2025

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

Financial Year	Payments received for contracts completed ( In Lakhs)
2020-2021	
2021-2022	
2022-2023	
2023-2024	
2024-2025	

**Note:**

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

**FORMAT-( I - 2..1)****(See clause 14 of Section 2 of ITB**

To whom it may concerned  
(To be written on letter head of Chartered Accountant)

It is certified that .....(write name and address of firm) has executed various contracts of construction works in financial years namely 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 and average annual turnover of the aforesaid firm only from the construction works during the aforesaid financial years is as follows :

<b>S.No.</b>	<b>Financial Year</b>	<b>Payments received from construction works (In Lakhs)</b>
1	2020-2021	
2	2021-2022	
3	2022-2023	
4	2023-2024	
5	2024-2025	
<b>Average Annual Turnover</b>		

**Note:**

Scanned copy of certificate duly signed by the Chartered Accountant in Format- 3 shall be uploaded online with Technical Proposal. Scanned copy of Audited balance sheet including all related notes, and income statements for the above financial years shall also be uploaded with Technical Proposal.

Postal address of Chartered Accountant :

E-mail address of Chartered Accountant :

Mobile No. of Chartered Accountant :

Date :

Place :

Seal and name of Firm of Chartered Accountant

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

(See clause 14 of Section 2 –ITB &amp; Clause 6 of GCC)

**List of Technical Personnel for the Key Positions**

Minimum Requirement							Available with the bidder						
S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total work experience	S.No.	Name of personnel	Key position	Qualification	Age	Similar work experience	Total work experience
1	Site Engineer	1	Degree / Diploma in Civil Engineering	Up to 65 years	-	-							

Section 2 –Annexure I (Format I-3)

**Not Applicable**

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

(See clause 14 of Section 2-ITB)

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

Minimum Requirement			Available with the bidder	
s. no.	Name of Equipment / Machinery	Quantity	Name of Equipment / Machinery	Quantity

Note- Bidder will have to done all types of quality test required for the work.

Section 2 –Annexure I (Format I-4)



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

(See clause 14 of Section 2 -ITB)

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

Minimum Requirement			Available with the bidder	
s. no.	Name of Equipment / Machinery	Quantity	Name of Equipment / Machinery	Quantity

Note- Bidder will have to provide all types of equipments/Machines required for the work.

**Annexure – J**

(See clause 14 of Section 2 -ITB)

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

**NAME OF WORK** \_\_\_\_\_

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

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

**Note:**

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

**Signature of Bidder**  
**Name of Bidder**

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

\_\_\_\_\_  
**Signature of Officer by whom accepted**

**Annexure – K**  
(See clause 15 of Section 2 -ITB)

**MATERIALS TO BE ISSUED BY THE DEPARTMENT**

Sno	Name of material	Rate (Issue rate)	Unit	Remarks

**Not Applicable**

**Annexure – L**  
(See clause 21 of Section 2 -ITB)

**LETTER OF ACCEPTANCE (LOA)**

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

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

To,

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

(Name and address of the contractor)

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

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

Dear Sir (s),

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

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

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

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

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

**Yours Faithfully**

**Executive Engineer  
Municipal Council Gwalior**

**Annexure – M**  
(See clause 22 of Section 2 -ITB)

**PERFORMANCE SECURITY**

**To**

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

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

WHEREAS \_\_\_\_\_ [name and address of Contractor]

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

**Table of Clauses of GCC**

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

## Part -1 General Condition of Contract (GCC)

### 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/Executive Engineer, Gwalior Municipal Corporation, in accordance with provisions of agreement.
- 1.4 **Contract** : means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5 **Contract Data**: means the documents and other information which comprise of the Contract.
- 1.6 **Contractor** : means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7 **Contractor's bid** : means the completed bid document submitted by the Contractor to the Employer.
- 1.8 **Contract amount** : means the amount of contract worked out on the basis of accepted bid.
- 1.9 **Completion of work** : means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10 **Day**: means the calendar day.
- 1.11 **Defect** : means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12 **Department** : means Government of Madhya Pradesh, Urban Housing and Infrastructure Development/Directorate Urban Housing and Dedepartment, Bhopal, M.P. and other various departments of Sate Government of Madhya Pradesh, Gwalior Municipal Corporation or Mayor in Council, Gwalior Municipoal Corporation.
- 1.13 **Drawings** : means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14 **Employer** : means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denots the Employer.

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

- 1.15 Engineer :** means the person named in contract data sheet.
- 1.16 Engineer in charge :** means the person named in the contract data.
- 1.17 Engineer In Chief :** means Engineer In Chief of Directorate, Urban Administration and Development, Madhya Pradesh, Bhopal.
- 1.18 Equipment :** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.19 Government :** means Government of Madhya Pradesh.
- 1.20 In Writing :** means communicated in written form and delivered against receipt.
- 1.21 Material :** means all supplies, including consumables, used by the Contractor for in Council in the work.
- 1.22 Schedule of Rates :** means, Schedule of Rates of Urban Administration and Development and Department, Government of Madhya Pradesh, which is issued by Engineer-in-Chief and enforced since 02 August, 2021 with up to date amendments and Unified Schedule of Rates, issued by Engineer-in-Chief, Public Health Engineering, Bhopal, Government of Madhya Pradesh and enforced since 03 July, 2018 and schedule of rates enforced in various department of State Government of Madhya Pradesh.
- 1.23 Superintending Engineer :** means Superintendent Engineer of Gwalior Municipal Corporation or superintending engineer of the concerned division of the Madhya Pradesh, Urban Administration & Development, Madhya Pradesh, Bhopal.
- 1.24 Stipulated date of completion :** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
- 1.25 Specification :** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.26 Sub-Contractor :** means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.
- 1.27 Temporary Work :** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.28 Tender / Bid, Tenderer /Bidder :** are the synonyms and carry the same meaning where ever used.
- 1.29 Variation :** means any change in the work which is instructed or approved as variation under this contract.



- 1.30 Work :** the expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

## **2. INTERPRETATIONS AND DOCUMENTS**

### **2.1 INTERPRETATIONS**

In the contract, except where the context requires otherwise:

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

### **2.2 DOCUMENTS FORMING PART OF CONTRACT :**

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

### **2.3 ORDER OF PREFERENCE OF DOCUMENTS IN CASE OF ANY DISCREPANCY IN PROVISIONS OF CONTRACT**

1. NIT with all amendments.
2. Special Conditions of Contract
3. Financial Bid
4. Technical Bid
5. General Conditions of Contract and Contract Data; with all Annexure
6. Instructions to Bidders
7. Estimate
8. Bill of Quantities

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

**3. LANGUAGE AND LAW**

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

**4. COMMUNICATIONS**

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

**5. SUBCONTRACTING**

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

- a. The Contractor may subcontract up to 25 percent of the contract price, only with and after the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. The following shall not form part of the sub-contracting:
  - i. hiring of labour through a labour contractor,
  - ii. the purchase of Materials to be incorporated in the works,
  - iii. hiring of plant & machinery
- c. The sub-contractor shall be a registered contractor under centralised registration system for contractors of Government of Madhya Pradesh, Public Works Department (PWD).

**6. PERSONNEL**

- 6.1 The Contractor shall employ personnel as prescribed in this bid document for the for execution of works included in the scope of contract construction. If the Contractor fails to deploy required number of technical

staff, recovery as specified in the bid document will be made from the Contractor's bill.

- 6.2 If the Employer/Engineer-in-Charge/Engineer/Any Authority of Gwalior Municipal Corporation asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract. The contractor shall be responsible to deploy another staff in place of removed person.

## **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 attributed to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),
- (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) Munitions of war, explosive materials, ionising radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,

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

- 7.3 For the period of extension granted to the Contractor due to Force Majeure

the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.

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

## **8. CONTRACTOR'S RISKS**

- 8.1 All risks of loss of 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, notwithstanding the fact that designs/drawings or other documents have been approved by the Competent Authority of Gwalior Municipal Corporation.

## **9. LIABILITY FOR ACCIDENT TO PERSON**

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

## **10. CONTRACTOR TO CONSTRUCT THE WORKS**

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

**11. DISCOVERIES**

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

**12. DISPUTE RESOLUTION SYSTEM**

- 12.1 No dispute can be raised except before the Superintendent Engineer, Municipal Corporation, Gwalior/Gwalior Division of Urban Administration and Development, Madhya Pradesh/Additional Commissioner, Municipal Corporation, Gwalior deputed by the Commissioner, Municipal Corporation, Gwalior for this contract, in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2 No issue of dispute can be raised after 45 days of its 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 disputes.
- 12.3 The Competent Authority shall decide the matter within 30 days from the date of receipt of application from the contractor.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority- Commissioner, Municipal Corporation, Gwalior. The Appellate Authority shall decide the dispute within 30 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.
- 12.6 The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.

**B. Time Control**

**13. PROGRAMME**

- 13.1 The Contractor will submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works for the construction of works.
- 13.2 The programme 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 will submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipments being placed in field laboratory and the

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

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location of field laboratory along with the Programme.

- 13.3 An update of the Programme will be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor will submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations.

**14. EXTENSION OF TIME**

- 14.1 If the Contractor desires an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge will consider reasons of delays and will decide delay days attributable or not attributable on the part of contractor and accordingly, will grant extension of time for delay days to complete all works without imposing or imposing liquidated damages. If application has not been submitted by the contractor, the Engineer-in-Charge will take the issue suo-moto and grant extension of time for number of delay days without imposing or imposing liquidated damages, considering reasons of delays which are attributable or not attributable on the part of contractor.
- 14.2 In the event the delay is attributable to the contractor, extension of time shall not be given without imposing liquidated damages in accordance with the provisions of contract.
- 14.3 Out of total delay days in completion of works, the extension of time shall be issued without imposition of liquidated damages only for the delay days which are not attributable to the contractor and extension of time shall be issued with imposition of liquidated damages, which are attributable to the contractor.
- 14.4 The contractor shall be responsible to complete works; non-approval of extension of time (EOT) shall not in any way invalidate the contract.
- 14.5 The contractor shall proceed with the execution of works, if extension of time has not been given by the competent authority.

**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.

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

- 15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.
- 15.5 In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in-charge shall retain from the bills of the Contractor Amount equal to the liquidated damages liveable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 15.6 If the contractor is given extension of time after liquidated damages have been paid, the Engineer-in-Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7 In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against liquidated damages levied.
- 15.8 If liquidated damages are imposed on the contractor, the amount of liquidated damages will be deducted from the contractor's bill.
- 16. Contractor's quoted percentage.**  
The Contractor's Quoted percentage rate referred to in the "Bid for works" will be deducted /added from/to the net amount of the bill after deducting the cost of material supplied by department.

### C. QUALITY CONTROL

#### 17. TESTS

- 17.1 The Contractor shall be responsible for:
- Carrying out the tests prescribed in specifications, and
  - For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 17.2 The contractor is required to carry out all related tests from the laboratory accredited by National Accreditation Board of Laboratories (NABL)/Laboratories of Department of State Government of Madhya Praesh/ Madhav Institute of Technology and Science, Gwalior as per the direction of Engineer-in-Charge and the cost of such testing shall be borne by the contractor. The cost of conducting tests and submitting of test reports to the Engineer-in-Charge is included in the contract amount, which will be derived from the contractor's approved rate. Test reports are to be submitted with the bills, if test report are not submitted, the payment

will not be made to the contractor and in such situation contractor shall be responsible for delay in payment.

- 17.3 Preference to laboratories existing in Gwalior shall be given in case tests are being carried out from any laboratory accredited by National Accreditation Board of Laboratories (NABL).

**18. Correction Of Defects Noticed During the Defect Liability Period**

- 18.1 The defect liability period of all works shall be one year from the date of completion of all works, which will be mentioned in Completion Certificate to be issued by the Engineer-in-Charge/Executive Engineer, Gwalior Municipal Corporation.
- 18.2 The Contractor shall promptly rectify all defects pointed out by the Engineer/Engineer-in-Charge/Any Authority of Gwalior Municipal Corporation well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
- 18.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer/Engineer-in-Charge/Any Authority of Gwalior Municipal Corporation, within the time specified by the Engineer, the Engineer/Engineer-in-Charge will assess the cost of Defect to be corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

**D. COST CONTROL**

**19. Variations- change in original specifications, designs and drawings etc.**

- 19.1 The Engineer in charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing by the Employer/Superintending Engineer of Gwalior Municipal Corporation or Engineer-in-Charge and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agree to do the main work.
- 19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.



**20. Extra items**

All such items which are not in the Estimate/priced BOQ shall be treated as extra items.

**21. Payments for variations and/or extra quantities**

The rates for the additional (Extra Quantities), altered or substituted work/extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-

- a. The contractor is bound to carry out the additional (Extra quantity) work at the same rates as are specified in the contract for the work.
- b. If the item is not in the priced BOQ/Estimate and is included in the Integrated Schedule of Rates, issued by Engineer-in-Chief, Directorate Urban Administration and Development, Madhya Pradesh, Bhopal and are enforced since 2 August, 2021, the rate of additional item of work shall be arrived at by applying the approved percent rate of tender on the rate of additional item included in the aforesaid Integrated Schedule of Rates.
- c. If the rate of the altered or substituted work is not provided in the Integrated Schedule of Rates enforced under Urban Administration and Development, Madhya Pradesh, Bhopal, but included in Unified Schedule of Rates for Water Supply, Sewerage and Allied Works issued by Engineer-in-Chief, Public Health Engineering Department and is enforced since 3 July, 2018, the rate of additional item of work shall be arrived at by applying the approved Percent Rate of tender on the rate of additional item included in the aforesaid Unified Schedule of Rates.
- d. If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (b) and (c), the rates for such items could be worked out by making calculation of rates of various items minus/plus of aforesaid schedule of rates and applying the approved percentage rate of tender on the calculated rate.
- e. If the rates of a particular part or parts of the item is not in the above mentioned schedule of rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (c) above, but the rates for such part or parts are included in the Schedule of Rates prevailing in any Department of State Government of Madhya Pradesh, the rate of additional item will be calculated by applying the approved Percent Rate of Tender on the rate of additional item included in the prevailing schedule of rates in the Department of State Government of Madhya Pradesh.
- f. The rates of altered or substituted work or extra work shall be determined by the Engineer-in-Charge/Executive Engineer, Gwalior

Municipal Corporation. Under no circumstances, the contractor shall suspend the work on the plea of non acceptability of rates of altered or substituted work or extra work. In case the contractor does not accept the rate approved by Engineer in charge/Executive Engineer, Gwalior Municipal Corporation for a particular item, the contractor shall continue to carry out the work of item and in such case, the rate of item shall be determined by the Superintendent Engineer, Gwalior Municipal Corporation and the decision of the Superintendent Engineer shall be final with respect to the rates of items.

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

- 22.1 If at any time after the commencement of the work, the Employer, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge/Executive Engineer, Gwalior Municipal Corporation shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.
- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer in charge/Executive Engineer, Gwalior Minicipal Corporation may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

**23. NO INTEREST PAYABLE**

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

**24. RECOVERY FROM CONTRACTORS**

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

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

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

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### 25. TAX

- 25.1 The Percent Rate to be quoted by the Contractor shall be deemed to be inclusive of all levies, royalties, duties, cess, toll, taxes of Central and State Governments, Local Bodies and Authorities except Goods and Services Tax (GST). The amount of applicable GST will be paid separately to the contractor with reach running bill at the time of payment.
- 25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes (except GST) and duties in respect of materials actually consumed or services rendered on public works under this contract, shall be borne by the Contractor. No payment on account of any aforesaid liability will be paid to the contractor.
- 25.3 Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

### 26. Check Measurement

- 26.1 Scale for Check Measurement is specified as follows :

S.N	Post	Scale of Check Measurements
01.	Sub-Engineer/Project Engineer/ In case of Nodal Officer	100% of all items included in each bill
02	Engineer/AssistantEngineer/ ProjectEngineer/In case of Nodal Officer	100% of all items included in each bill
03	Engineer-in-Charge/Executive Engineer/ In case of Nodal Officer	10% of all items included in each bill
04	Superintending Engineer/ In case of Nodal Officer	5% of all items included in each bill

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

### 27. TERMINATION BY ENGINEER-IN-CHARGE

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

- 27.2 The Engineer in charge shall be entitled to terminate the contract after seeking approval from the Employer, if the Contractor
- a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
  - b) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
  - c) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
  - d) If the Contractor fails to deploy machinery, equipment and personnel as specified in the bid document.
  - e) If the Contractor declines to execute altered or substituted work and extra work as per the provisions of this bid document.
  - f) If the Contractor fails to dispose off surplus material generated at different locations during execution of work after laying of pipelines within the specified period in the bid document from more than 07 locations in a month.
  - g) If the Contractor fails to make compliance of any provision of bid document more than 03 times in a month during the contract period.
  - h) If the Contractor does not maintain a valid instrument of financial Security, as prescribed in bid document.
  - i) if the Contractor, in judgemental of the Engineer-in-Charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - j) If the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation
  - k) Any other fundamental breaches as specified in the bid document.
- 27.3 In any of these events or circumstances, the Engineer –In-Charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (h) or (i) of clause 26.2, the Engineer in charge may terminate the contract immediately.
- 27.4 Not with standing the above, the Engineer-in-Charge may terminate the contract for convenience by giving notice to the contractor.

## **28. PAYMENT UPON TERMINATION**

- 28.1 If the contract is terminated under clause 26.3, the Engineer shall issue a certificate for value of the work accepted on final measurements less penalty as indicated in the bid document. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on

both the parties.

- 28.2 Payment on termination under clause 26.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3 If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the contractor.

**29. PERFORMANCE SECURITY**

The Contractor shall have to submit Performance Security and Additional Performance Security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such Performance Security and Additional Performance Security, if any, remains valid for the period as specified in the bid document. The amount of Performance Security shall be refunded on completion of Defect Liability Period.

**30. SECURITY DEPOSIT**

- 30.1 Security deposit shall be deducted from the each running bill at the rate of 5% of amount of each running bill.
- 30.2 The Security may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3(three) months beyond the completion of Defect Liability Period / extended Defect Liability Period.
- 30.3 The Security deposit shall be refunded on completion of Defect Liability Period.

**31. PRICE ADJUSTMENT**

The contract price shall not be adjusted for any increase or decrease in rates and price of labour, materials, fuels and lubricants.

**32. MOBILIZATION ADVANCE**

No mobilization advance shall be given to the Contractor.

**33. SECURED ADVANCE**

No secured advance shall be given to the Contractor.

**34. PAYMENT CERTIFICATES**

The payment will be made to the contractor as follows:

- (a) The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

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previously, supported with detailed measurements of the items of work executed as per provisions of bid document.

- (b) The Sub-Engineer and Assistant Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the contractor.
- (c) The value of work executed shall be determined, based on the measurements approved by the signature of Sub-Engineer and Assistant Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in Estimate/Bill of Quantities.
- (e) The value of work executed shall also include the valuation of variations and compensation events.
- (f) All payments shall be adjusted for deductions for security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- (g) The Assistant Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h) Engineer-in-Charge/ Executive Engineer, Gwalior Municipal Corporation shall check the bill of the contractor, if any change or adjustment in amount of bill to be paid to the Contractor as certified by the Assistant Engineer is required on the checking of Engineer-in-Charge/Executive Engineer, the amount of bill will be changed or adjusted accordingly.
- (i) Superintending Engineer and other Authorities of Gwalior Municipal Corporation shall check the bill of Contractor, if any change in amount of bill to be paid to the Contractor as certified by the Engineer-in-Charge/Executive Engineer, the amount of bill will be changed.
- (j) Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- (k) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (l) The payment of final bill shall be governed by the provisions of bid document.

### **E. FINISHING THE CONTRACT**

#### **35. COMPLETION CERTIFICATE**

- 35.1 A completion certificate shall be issued by the Engineer-in- Charge/Executive Engineer, Gwalior Municipal Corporaiton after physical completion of the works.

## **OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

- 35.2 After final payment to the contractor, a final completion certificate in the prescribed format in the contract data shall be issued by the Engineer-in- Charge/ Executive Engineer, Gwalior Municipal Corporaiton.

### **36. FINAL ACCOUNT**

- 36.1 The Contractor shall submit the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a letter for start of Defects Liability Period and certify any payment that is due to the Contractor within 30 days of receiving the Contractor's account, if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 30 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 Superitending Engineer/Additional Commissioner, Gwalior Municipal Corporation who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer –in-Charge.
- 36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 35.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

### **37. RUNNING BILLS**

- 37.1 The payment certificates shall be regulated as per the provisions of clauses 33 of the contract.
- 37.2 Sub-Engineer and Assistant Engineer will check the Contractor's Running Bills and certify the amount to be paid to the Contractor within 07 days of submission of Running Bills by the Contractor.
- 37.3 Engineer-in-Charge/Executive Engineer will check the Contractor's Running Bills and certify the amount to be paid to the Contractor within 05 days after receiving the Running Bills from the Assistant Engineer.
- 37.4 Superintending Engineer will check the Contractor's Running Bills and certify the amount to be paid to the Contractor within 05 days after receiving the Running Bills from the Engineer-in-Charge/Executive Engineer.
- 37.5 Contractor's Running Bills will be checked and verified by Assistnat Director, Resident Audit and Account Officer, Municipal Corporation, Gwalior and thereafter, the Employer will make the payment to the Contractor.

## **A. OTHER CONDITIONS OF CONTRACT**

### **38. Currencies**

All payments will be made in Indian Rupees.

### **39. Labour**

- 39.1 The Contractor shall 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 a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

**40. COMPLIANCE WITH LABOUR REGULATIONS**

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/ his staff 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 thereunder, regulations or notifications including amendments. If the Employer/ his staff 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/Engineer-in-Charge/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer Engineer/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 Gwalior Municipal Corporation. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer/ Gwalior Municipal Corporation at any point of time.

**41. AUDIT AND TECHNICAL EXAMINATION**

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum amount is found to have been overpaid in respect of any work done by the contractor under the contract or may 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/Employer to recover the same from him in the manner prescribed in bid document 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/ Employer to the Contractor.

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

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications, and byelaws of the state or central government or local authority and any other labour law (including rules), regulations, byelaws that may be passed or notification that may be issued under any labour law in future either by the state or the major labour laws that are applicable to construction industry are given in the contract data. The contractor shall keep the



**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

Employer and his staff deputed for this contract indemnified in case any action is taken against the Employer and his staff deputed for this contract by the competent authority on account of contravention of any of the provisions of any Act or Rules made thereunder, regulations or notifications including amendments. If the Employer or his staff 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/bye laws/Acts/Rules regulations including amendments, if any, on the part of the contractor, the Employer/his staff deputed for this contract shall have the right to deduct from any money due to the contractor including his amount of performance of security. The Employer/his staff deputed for this contract 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/Gwalior Municipal Corporation. 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.

**43. JURISDICTION**

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

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

## Contract Data

Clause reference	Particulars	Data
1.14	Employer	Commissioner, Municipal Corporation, Gwalior, Madhya Pradesh
1.15	Engineer	Assistant Engineer, Gwalior Municipal Corporaiton, Madhya Pradesh.
1.16	Engineer in Charge	Executive Engineer, Gwalior Municipal Corporation, Madhya Pradesh.
1.22	Stipulated period of completion	06 Months Excluding reason season
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	Office of the Commissioner, Municipal Corporation, Gwalior, near Taran Pushkar, City Centre, Gwalior-474 002 Phone : 0751-2438300, 2438301 Fax : Mail :
5	Subcontracting permitted for the Contract Value	25% of the Contract value
6	Technical Personnel to be provided by the contractor	As specified in bid document
	Penalty, if required Technical Personnel not employed	As specified in bid document
10	Specifications	As specified in bid document
	Drawings	As specified in bid document
12	Competent Authority for deciding dispute under Dispute Resolution System	Superintendent Engineer, Municipal Corporation, Gwalior/Gwalior Division of Urban Administration and Development, Madhya Pradesh/ Additional Commissioner, Municipal Corporation, Gwalior deputed by the Commissioner, Municipal Corporation,  Gwalior for this contract.
	Appellate Authority for deciding dispute under Dispute Resolution System	Superintendent Engineer, Municipal Corporation, Gwalior/Gwalior Division of Urban Administration and Development, Madhya Pradesh/ Additional Commissioner, Municipal Corporation, Gwalior deputed by the Commissioner, Municipal Corporation,  Gwalior for this contract.
13	Period for submission of updated construction program	As Per Rule
	Amount to be withheld for not submitting construction program in the prescribed period	As Per Rule
14	Competent Authority for granting Time Extension	Engineer-in-Charge with the approval Of Commissioner, Municipal Corporation, Gwalior.

# OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

15	Milestones laid down for the contract	
	If Yes, details of Milestones	As per 'Annexure - O' or <b>complete work within the stipulated time</b>
	Liquidated damage	As per Annexure – P, but <b>not applicable</b>
17	List of equipment for lab	As per Annexure – Q , but <b>not applicable</b>
	Time to establish lab	<b>not applicable</b>
	Penalty for not establishing field Laboratory	<b>As Per Rule</b>
18	Defect Liability Period	<b>As Per Rule</b>
21	Competent Authority for determining the rate	Superintendent Engineer, Municipal Corporation, Gwalior/Gwalior Division of Urban Administration and Development, Madhya Pradesh/ Additional Commissioner, Municipal Corporation, Gwalior deputed by the Commissioner, Municipal Corporation,  Gwalior for this contract.
27	Any other condition for breach of contract	
28	Penalty	Penalty Shall include (a) Security deposit as per clause 30 of General Conditions of Contract and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher
29	Performance guarantee (Security) shall be valid up to	<b>3 Years</b>
30	Security Deposit to be deducted from each running bill	At the rate of <b>5%</b> of Gross Amount of Running Bill
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
31	Clause 31.1(1) Price adjustment shall be applicable	As per Annexure R and as below: (a) The price Adjustment shall apply only in respect of <b>Cement, Steel, Bitumen and POL</b> components. (b) Price Adjustment shall be applicable only in case of Probable Amount of Contract (PAC) in NIT is more than <b>Rs ten Cr.</b> This clause shall not have any bearing with the Contract Amount.
	Clause 31.2.4 Weightages of Component in the work	As Per Rule
32	32.1 Mobilization and Construction Machinery Advance Applicable	<b>No Mobilization and Construction Machinery Advance payable</b>
	32.2 If yes, Unconditional Bank Guarantee	<b>Not Applicable</b>

# OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

	32.3 If yes, Rate of interest chargeable on advances	Not Applicable
	32.4 If yes, Type & Amount of Advance payment that can be paid	Not Applicable
	32.5 If yes, Recovery of advance payment	Not Applicable
33	33.1 Secured Advance Applicable	Not Applicable
	33.2 if yes, Unconditional Bank Guarantee	Not Applicable
	33.2 if yes, Amount of Secured Advance	Not Applicable
	33.3 if yes, Conditions for secured advance	Not Applicable
	33.4 if yes, Recovery of Secured advance	Not Applicable
35	Completion Certificate – after physical completion of the Work	As per Annexure - U
	Final Completion Certificate – after final payment on completion of the Work	As per Annexure- V
36	Competent Authority	Superintendent Engineer, Municipal Corporation, Gwalior/Gwalior Division of Urban Administration and Development, Madhya Pradesh/ Additional Commissioner, Municipal Corporation, Gwalior deputed by the Commissioner, Municipal Corporation, Gwalior for this contract.
39	Salient features of some of the major labour laws that are applicable	As per Annexure-W
41	Competent Authority	Superintendent Engineer, Municipal Corporation, Gwalior/Gwalior Division of Urban Administration and Development, Madhya Pradesh/ Additional Commissioner, Municipal Corporation, Gwalior deputed by the Commissioner, Municipal Corporation, Gwalior for this contract.

**ANNEXURE – N**

*(See clause 10 of Section 3 – GCC )*

**Drawings**

List of drawings –

Note: **As per Tender Document**

**ANNEXURE – O**

*(See clause 15 of Section 3 -GCC )*

**Details of Milestones**

**Note- complete work within the stipulated time**

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

**Compensation for Delay**

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

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

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

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

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

**ANNEXURE – Q**  
(See clause 17 of Section 3 -GCC)

**List of Equipment for Quality Control Lab**

Minimum Requirement			Available with the bidder	
s. no.	Name of Equipment / Machinery	Quantity	Name of Equipment / Machinery	Quantity
<b>Not Applicable</b>				

Note:- Bidder will have to done all types of quality test required for the work.



ANNEXURE – R

Price Adjustment

The formulas for adjustment of price are as follow:

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

**Weightages\* of component in the work**

S.No	Component	Percentage of component in the
1	Cement - P <sub>C</sub>	
2	Steel - P <sub>S</sub>	
3	Bitumen - P <sub>B</sub>	
4	POL - P <sub>F</sub>	

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

Adjustment for cement component

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

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

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

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

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

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

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

Adjustment of steel component

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

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

$$V_s = 0.85 \times P_s \times /100 \times R \times (S_1 - S_0) / S_0$$

$V_s$  = 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 steel (**Bars and Rods**) on the date of opening of Bids as published by the *Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)*

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

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

*Note : For the application of this clause, index 33 and 34 have been chosen to represent steel group.*

**Adjustment of bitumen component**

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

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

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

$B_0$  = The official retail price of bitumen at the IOC depot nearest center on the date of opening of Bids.

$B_i$  = The official retail price of bitumen of IOC depot at nearest center for the 1<sup>st</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:

$$V_f = 0.85 \times P_f \times /100 \times R \times (F_1 - F_0) / F_0$$

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

$F_0$  = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the date of opening of Bids.

$F_1$  = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 1<sup>st</sup> day of month of the under consideration.

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

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

OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

Annexure – S  
(See clause 32 of Section 3 -GCC)

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

To

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

In accordance with the provisions of the General Conditions of Contract, clause 31 ("Mobilization and Construction Machinery Advance") of the above-mentioned Contract

\_\_\_\_\_ [name and address of Contractor hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of Guarantee]\* \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [Bank or Financial Institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever obligation of 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, variation to or other modification of the terms of the Contract 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 \_\_\_\_\_ 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 this Contract until \_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,  
Signature and Seal : \_\_\_\_\_  
Name of Bank/Financial Institution: \_\_\_\_\_  
Address : \_\_\_\_\_  
Date : \_\_\_\_\_

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

## Bank Guarantee Form for Secured Advance

### INDENTURE FOR SECURED ADVANCES

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

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

AND WHEREAS the contractor has agreed to the Employer that he may be allowed advanced on the security of materials and labour 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 (exclusive 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 Account 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 granting 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 works 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

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

- (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 further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Employer against all claims to any materials in respect of which advances have been 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 (hereinafter 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 storage, safeguarding and protection against all risks of the said materials and he, until the completion of the said construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated to a greater degree than is due to reasonable use and wear and tear of the Contractor will forthwith replace the same with other materials of the same quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

- (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 full amount of the advances or advances that may still be owing of the Employer shall immediately on the happening of such default be re-payable by the Contractor to the Employer together with interest thereon at twelve per cent 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 repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby assigns all the said materials with the repayment to the Employer of the said sum of Rupees \_\_\_\_\_ and any further sum of sum 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:

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

- (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer and of 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.

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

**Annexure – U**  
(See clause 35 of Section 3 -GC)

**Physical Completion Certificate**

Name of Work:

.....  
.....  
.....

Agreement No. .... Date

..... Amount of Contract Rs

.....

Name of Agency:

.....

Used MB No. -----

Last measurement recorded

a. Page No. & MB No. \_\_\_\_\_

b. Date \_\_\_\_\_

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

Date of issue

Executive Engineer

.....  
.....



**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

**Annexure – V**  
(See clause 35 of Section 3 -GCC)

**Final Completion Certificate**

Name of Work:

.....  
.....  
.....  
.....  
.....

Agreement no. .... Date

..... Name of Agency :

.....

... Used MB No. -----

Last measurement recorded

a. Page No. & MB No. \_\_\_\_\_

b. Date \_\_\_\_\_

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

Agreement amount Rs. ....

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

of officers for the work

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

Date of issue

Executive Engineer

.....  
.....

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

**Salient Features of Some Major Labour Laws Applicable**

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

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

Medical-Aid, Travelling expenses from home up to the establishment and back etc.

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

## **CONSTRUCTION SAFETY**

- 1) IS: 3696(Part-1, 2) Safety code for scaffolds and ladder
- 2) IS: 3764 Safety code for excavation work
- 3) IS: 7205 Safety code for erecting of structural steel work
- 4) SP: 70-2001 Handbook on Construction Safety Practices
  - 1. On all excavation work, safety precautions for the protection of life and property are essential: While measures to avoid inconveniences to the public are desirable. Such measures and precautions include the erection and maintenance signs (to forewarn public), barricades, bridges, and detours: placing and maintenance of lights both for illumination and also as danger signals, provision of watchmen to exclude unauthorized persons particularly children, from trespassing on the work: and such other precautions as local conditions may dictate.
  - 2. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders.

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical.)

3. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure
4. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
6. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

7. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
8. Demolition - before any demolition work is commenced and also during the progress of the work, (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
9. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:--
  - (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles
  - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
  - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:-
- (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
  - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned. (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - (h) Malba obtained on account of digging of trenches for laying of pipeline at different locations should be immediately

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

removed to avoid accident on account .

- (i) If a man has received a physical injury, he should be taken out from the work immediately and adequate medical aid should be provided to him.
  - (j) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer/Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:
- (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - (c) Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
10. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
  - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - (v) Overall shall be worn by working painters during the whole of



**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.

(viii) The Employer may require, when necessary medical examination of workers. Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

11. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

12. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

13. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
14. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Engineer-in-Charge or their representatives.
16. Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**Annexure – X****चेक लिस्ट**

(निविदाकार द्वारा प्रस्तुत दस्तावेजों हेतु चेक लिस्ट। यह चेक लिस्ट लिफाफा-अ में ऑनलाईन प्रस्तुत की जावेगी)

1. सिस्टम निविदा क्रमांक — .....
2. कार्य का नाम — .....
3. निविदाकार का नाम — .....
4. उपरोक्त निविदा के अंतर्गत उल्लेखित कार्य के लिये निम्नानुसार दस्तावेज निविदा के साथ निर्धारित लिफाफों में ऑनलाईन संलग्न (**Online Attach**) किये गये हैं :-

क्र.	दस्तावेज	संलग्न (है / नहीं)Online Attached (Yes/No)
1.	निविदा प्रपत्र क्रय करने की रसीद	
2.	ऑनलाईन ई.एम.डी. जमा/भुगतान करने की रसीद	
3.	बिड के साथ जमा किये गये दस्तावेजों की सत्यता बावत निविदाकार का स्वप्रमाणित/स्वहस्ताक्षरित घोषणा पत्र मूल प्रति में ( <b>As Per Annexure B</b> )	
4.	निविदाकार के पंजीयन ( <b>Registration</b> )/ पंजीयन हेतु आवेदन का साक्ष्य (दस्तावेज) की स्व-प्रमाणित छायाप्रति	
5.	अपेंडिक्स 2.10 की निविदाओं के लिये निर्धारित प्रारूप में ( <b>Annexure-H</b> ) अपनी संस्थागत जानकारी ( <b>Organisational Details</b> )	
6	<b>TENDER ACCEPTANCE LETTER - Annexure Z</b>	
7	<b>Scanned of valid Registration Certificate of Employees Provident Fund (EPF)</b>	
8	<b>Copy Of G.S.T. &amp; PAN No.</b>	

निविदाकार के सील सहित हस्ताक्षर

## **Special Conditions of Contract [SCC]**

### **SECTION-3**

#### **Conditions of Contract**

#### **Part-I Special Conditions of Contract [SCC]**

The special conditions shall form the part of the contract and shall have overriding effect on provisions of General Conditions of Contract.

- 1.1 It shall be the responsibility of BIDDER to co-ordinate with traffic authority, Railways, MPRDC, Madhya Pradesh Madhya Kshetra Vidhut Vitran Company, Telephone Authority, various authorities including Public Health Engineering, Water resource Department and other departments of State Government of Madhya Pradesh and Central Government of India for obtaining necessary permissions regarding crossing of road/railway tracks, shift of various types of public utilities like existing pipeline, sewer line, cable etc. as may be required for the due fulfillment of the obligations under this contract. Municipal Corporation, Gwalior shall deposit all charges including charges for Electric Connection, Crossing of Railway and Road way etc. as may be necessary for seeking required permissions from different authorities but it shall be the primary responsibility of the contractor/firm to pursue with various authorities and submit desired documents and drawings to obtain the permissions at the earliest. If as a result of excavation of trenches the underground services such as water main, electric telephones cable, sewer lines become naked and unsupported, it shall be the responsibility of the contractor to make suitable and necessary arrangement as per direction of the Sub- Engineer or Assistant Engineer for their protection and no extra payment on this account will be made to the contractor. Any damages caused to the above mentioned underground services due to negligence of the contractor or otherwise the same shall be made good by the contractor at his own cost.

#### **2.0 ACCURACY OF LINES, LEVELS AND GRADES**

- 2.1 The various works shall be done true to line, level and grade. The periodical checking of these by the Sub-Engineer or Assistant Engineer's representative shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the contractor shall make good the discrepancy at his own cost and without any compensation for the additional work if any involved. Whenever such a discrepancy is found to arise at the junction of works being carried out by different Contractors

the responsibility to set right their respective discrepancies shall be fixed by the Engineer whose decision shall be final and binding on the Contractors concerned. Assistant Engineer shall further have the unquestioned right if need be to rectify the discrepancies and recover the cost from the Contractor or Contractors according to proportions as he may consider reasonable.

- 2.2 The details of location and the nearest permanent bench marks, Reference Grid Marks shall be obtained by the Contractor in writing from the Assistant Engineer. Temporary bench mark for day to day use shall be fixed with reference to above permanent bench marks with double leveling. The Grid Co-ordinates and its references May be obtained from the Engineer.

### **3.0 ARRANGEMENTS OF WATER AND ELECTRIC POWER**

Arrangement for water and electric power required by the Contractor for the works shall be made by him at his own cost. Employer will however recommend to the Madhya Pradesh Madhya Kshetra Vidhut Vitran Company for giving the connection and power to the Contractor. However the Employer will bear no responsibility in this respect.

### **4.0 MEASURES FOR PREVENTION OF FIRE**

- 4.1 The Contractor shall not set fire to any standing Jungle, trees, brush wood or grass without a written permission from the Engineer.
- 4.2 When such permission is given and also in all cases when destroying out of dug trees, brush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
- 4.3 Any damage caused by the spreading of such fire, whether in or beyond limits of the Employer's property, the amount of the damage shall be recovered by the Assistant Engineer from the Contractor's Bills as damages or deducted by any other duly authorized officer from any sums that may be due or become due from the Employer to the Contractor under the contractor otherwise.
- 4.4 The Contractor shall bear the expenses of defending any action or law proceedings that may be brought by any person by injury sustained owing to neglect of precautions to prevent the spread of fire and shall pay any damage and cost that May be awarded in consequence.

**5.0 SITE ORDER BOOK**

A site order book shall be kept by the Contractor on the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Sub-Engineer or Assistant Engineer or any other authority of the Gwalior Municipal Corporation, the contractor or his authorized representative. In important cases the Assistant Engineer will countersign the entries which have been made. The site order book shall not be removed from the work site except with written permission of the Assistant Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Assistant Engineer shall submit periodically copies of the remarks in the site order book to the Engineer-in-Charge or Employer for record and to the contractor for submitting compliance report.

**6.0 FOUNDATIONS DEPTH/LEVELS.**

The drawings indicate the bottom levels to be adopted for the laying the pipelines for water supply, however, these levels may be modified to suit the site conditions. The Contractor shall not be liable to any compensation for any minor delays on this account. However, this may be considered for granting suitable extension in the completion period if necessitated by such events.

**7.0 REGULATION AND BYE-LAWS**

The contractor shall conform to the regulations, byelaws or any other statutory rules made by any local authorities or by the Government and shall protect and indemnify the Employer and all staff of Gwalior Municipal Corporation against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees etc.

**8.0 CONTRACTOR TO USE EXCAVATED HARD ROCK**

All useful materials like hard rock etc. excavated by the Contractor at site shall be the property of Employer and shall be stacked by the contractor at the designated place as per direction of Assistant Engineer and payment will be made to the contractor for loading, transporting and uploading the hard rocks.

**9.0 INCOME TAX**

During the course of contract period, deductions of Income Tax shall be

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

made at the prevailing rate of Department of Income Tax Government of India and as revised from time to time as per the advice of Income Tax authorities.

**10.0 SUPPLY AND ARRANGEMENT OF MATERIALS**

- 10.1 The contractor shall make his own arrangement for supply of pipes of different diameters of desired specifications, cement, sand, aggregate and other materials required for execution of works under this contract. The contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Sub-Engineer or Assistant Engineer or any authority of the Gwalior Municipal Corporation shall be entitled at any time to inspect or examine all materials. The contractor shall provide reasonable assistance for such inspection or examination as may be required.
- 10.2 The contractor shall keep an accurate record of use of materials in a manner prescribed by the Assistant Engineer or Engineer-in-Charge.

**11. CEMENT**

- (a) The Contractor shall stock his requirement so as to ensure utilization of cement within 60 days but in no case later than 90 days Cement older than the period aforesaid shall not be used on any work except with the written permission of the Assistant Engineer, and after satisfactorily passing such test as he may specify. The Contractor shall forthwith remove from the work such cement that Engineer has not allowed. The final disposal of such cement shall comply with the rules in force at the time and as the Engineer May approve.
- (b) Large stocks of cement shall not be kept at the works but only sufficient quantities shall be kept to assure continuity of the work of road reconstruction and other allied works under this contract. The Contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cm. above the floor level and shall be covered with tarpaulin or any other impervious covering materials in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in the order of its arrival at the stores and the Contractor shall maintain satisfactory records which would

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

at any time show the date of receipt and proposed utilization of cement laying in the stores at site.

- (c) The Sub- Engineer or Assistant Engineer or Engineer-in-Charge or any authority of Gwalior Municipal Corporation shall at all time have access to the stores at sites of the Contractor. He shall have authority to check and examine the method of storage, record accounting and security provided by the Contractor. The Contractor shall comply with instructions that may be issued by the aforesaid authorities in this connection. The Contractor shall further at all times satisfy the Sub-Engineer or Assistant Engineer on demand and by the production of records and books or submission of returns and Performa or by other proofs that may be demanded that the cement brought from the approved manufacturer with date of receipt & consumption etc. The Contractor shall at all times keep his records up to date to enable the Sub-Engineer or Assistant Engineer to apply such checks as he May desire to impose.
- (d) The contractor shall provide a double locking arrangement to the store the key of one of the locks being with the Assistant Engineer or his representative at site. The Assistant Engineer or his authorized agent will have the authority to verify the stocks and check the consumption in any manner he thinks proper.

**12. CONDITIONAL TENDER**

Conditional Tenders are liable for rejection and no correspondence with respect to rejection of conditional tender shall be made by the Employer to the BIDDER.

**13. DESIGN AND DRAWINGS**

- (i) The bidder shall carry out detailed survey and investigations (including soil test, if it is required) as are required for preparation of detailed designs and drawings for water supply from different RCC overhead tanks and ground level service reservoirs/sump-well. No payment shall be given on account of preparation of detailed designs and drawings.
- (ii) The designs and drawings prepared by the Contractor for laying of distribution network in different District Metering Areas (DMAs) of RCC overhead tanks and Ground Water Service Level Reservoirs/Sump-well shall be submitted to the Government.



## **OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

Engineering College or Regional Engineering College or Engineering College of Repute or Indian Institute of Technology for vetting through Engineer-in-Charge/Executive Engineer, Gwalior Municipal Corporation or directly by the Contractor. The observations made by the examining institute shall be duly incorporated by the Contractor without any claims whatsoever in this regards. Thereafter, the designs and drawings duly vetted by the Engineering College shall be submitted to the Engineer-in- Charge/Executive Engineer, Gwalior Municipal Corporation for final approval.

- (iii) The approved designs and drawings shall remain in the sole custody of Engineer-in-Charge. The Contractor shall obtain and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer-in-Charge all designs and drawings provided under the Contract.

### **ONE COPY OF THE DRAWING TO BE KEPT ON SITE.**

- (iv) One copy of the Drawing furnished to the Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Sub-Engineer or Assistant Engineer and the Engineer's Representative and by any other person authorized by the Engineer in writing.

### **DISRUPTION OF PROGRESS**

- (v) The Contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

### **DELAY AND COST OF DELAY OF DRAWINGS**

- (vi) If, by reason of any failure or inability of the Engineer to issue within a time reasonable in all the circumstances any drawing or order required by the Contractor in accordance with sub-clause (3) of this Clause, the Contractor suffers delay then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled hereof. However the Contractor

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shall not be entitled to any compensation for such delay, except extension of time.

**FURTHER DRAWINGS AND INSTRUCTIONS**

(vii) The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound by the same.

**14** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his TENDER for the works and of the rates and prices of various Quantities and the Schedule of Rates and Prices, if any, which Tender rates and prices shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however, during the execution of the Works the Contractor shall encounter physical conditions, other than climatic conditions on the Site, or artificial obstructions, which conditions or obstruction could, in his opinion, not have been reasonable foreseen by an experienced contractor the Contractor shall forthwith give written notice thereof to the Assistant Engineer or Engineer-in-Charge and if in the opinion of the aforesaid authorities, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced contractor, than the aforesaid authorities shall certify and the Employer shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost. However, the Engineer in charge decision shall be final & binding.

**15. LAYING OF PIPELINE**

15.1 In case the pipelines are to be laid under the existing roads/lanes/by lanes, the dismantling of existing roads/lanes/by lanes shall be made in such a way that after laying of pipes or other such structures that are required to be constructed/ placed under the road, the roads/lanes/by lanes shall be restored as per the Section issued by Engineer/Engineer-in-Charge to the Contractor.

15.2 The laying of pipes or other structures under the road is likely to involve

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

**Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251**

public inconvenience such as interruption to traffic or interference in normal right of way. The Contractor shall ensure that because of the execution of work minimum possible public inconvenience is caused. For ensuring this, pipeline laying and road reconstruction work shall be carried out and completed in lengths specified by Employer (not more than 250 mtr. in one defined stretch of road).The further excavation, dismantling of road and laying of pipes in the same stretch of road shall not be started unless the earlier work of laying has been completed. The scheduling of work shall be got approved by the Engineer/Engineer-In- Charge.

**SECTION 3**  
**Conditions of Contract**  
**Part-III Special Conditions of Contract [SCC]**

1. निविदाकार का मध्यप्रदेश शासन के लोक निर्माण विभाग में ठेकेदारी का कार्य करने के लिये जीवित पंजीयन होना अनिवार्य है।
  - 1.1 निविदाकार के द्वारा ऑन लाइन निविदा प्रस्तुत किये जाने में मध्यप्रदेश शासन के लोक निर्माण विभाग में ठेकेदारी का कार्य करने के लिये कराये गये जीवित पंजीयन की प्रति प्रस्तुत करना अनिवार्य है।
  - 1.2 निविदाकार का मध्यप्रदेश शासन के लोक निर्माण विभाग में ठेकेदारी का कार्य करने के लिये पंजीयन की समयावधि समाप्त होने अथवा ख्यातिनाम निविदाकार (जिसकी पास निविदा में शामिल कार्य करने के लिये पर्याप्त संसाधन है, कार्य करने का अनुभव है और अन्य राज्य के किसी विभाग में ठेकेदारी का कार्य करने के लिये पंजीयन है, किन्तु मध्यप्रदेश शासन के लोक निर्माण विभाग में ठेकेदारी का कार्य करने के लिये पंजीयन नहीं है), निविदा प्रस्तुत किये जाने के पूर्व मध्यप्रदेश शासन के लोक निर्माण विभाग में ठेकेदारी का कार्य करने के लिये पंजीयन कराने हेतु प्रस्तुत किये गये आवेदन की प्रति ऑन लाइन निविदा में अन्य अभिलेखों के साथ प्रस्तुत कर निविदा में भागीदारी कर सकेंगे। किन्तु निविदाकार की निविदा स्वीकृत होने पर अनुबन्ध सम्पादित करने के लिये सूचना जारी होने की दिनांक से अधिकतम 15 दिवस में निविदाकार के द्वारा मध्यप्रदेश शासन के लोक निर्माण विभाग में ठेकेदारी का कार्य करने के लिये पंजीयन कराकर पंजीयन प्रमाण पत्र प्रस्तुत करना अनिवार्य है। पंजीयन नहीं होने की स्थिति में अनुबन्ध सम्पादित नहीं किया जायेगा तथा अनुबन्ध सम्पादित करने के लिये निर्धारित समयावधि में पंजीयन प्रमाण पत्र प्रस्तुत नहीं किये जाने पर अधिकतम 10 दिवस की समयावधि पंजीयन प्रमाण पत्र प्रस्तुत करने हेतु बढ़ायी जा सकेगी। बढ़ायी गयी समयावधि में पंजीयन प्रमाण पत्र प्रस्तुत कर अनुबन्ध सम्पादित नहीं किये जाने पर स्वीकृत निविदा निरस्त की जायेगी तथा निविदाकार की धरोहर धनराशि राजसात की जायेगी।
2. निविदाकार के द्वारा निविदा में भागीदारी करने के लिये ऑन लाइन प्रस्तुत अभिलेखों को प्रथम दृष्टया सत्य मानकर निविदा स्वीकृत होने पर अनुबन्ध सम्पादित किया जायेगा। किन्तु अनुबन्ध सम्पादित होने के पूर्व निविदाकार के द्वारा निविदा में भागीदारी करने के लिये ऑन लाइन प्रस्तुत किये गये अभिलेखों के सम्बन्ध में शिकायत प्राप्त होने पर अभिलेखों की 07 दिवस में जांच कराई

जायेगी और जांच में अभिलेख सत्यता की पुष्टि होने पर अनुबन्ध सम्पादित किया जायेगा। विभिन्न कारणों से निर्धारित समयावधि में जांच पूर्ण नहीं किये जा सकने पर निविदाकार को शिकायत की जानकारी दी जायेगी और निविदाकार के द्वारा निविदा में भागदारी करने के लिये प्रस्तुत किये गये अभिलेख लिखित में सही/सत्य बताये जाने पर अनुबन्ध सम्पादित किया जायेगा, किन्तु भविष्य में अभिलेख असत्य होने की पुष्टि होने पर सम्बन्धित निविदाकार वैधानिक कार्रवाई के लिये जिम्मेदार होगा।

- 2.1 निविदाकार के द्वारा निविदा में भागीदारी करने के लिये ऑन लाइन प्रस्तुत किये गये अभिलेखों की शिकायत अनुबन्ध सम्पादित होने के उपरान्त प्राप्त होने पर जांच करायी जायेगी और जांच में अभिलेख असत्य पाये जाने अर्थात् शिकायत सही पाये जाने की पुष्टि होने पर अनुबन्ध निरस्त किया जायेगा, परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि राजसात की जायेगी, निविदाकार को नगर पालिक निगम, ग्वालियर के अन्तर्गत वित्तीय वर्ष 2026–2027, 2027–2028 एवं 2028–2029 के दौरान नगर पालिक निगम, ग्वालियर के द्वारा जारी की जाने वाली किसी भी निविदा में भागीदारी करने से प्रतिबन्धित किया जायेगा।
- 2.2 निविदा में भागीदारी करने के लिये प्रस्तुत अभिलेख जांच में असत्य/कूट रचित पाये जाने पर नगर पालिक निगम, ग्वालियर के स्तर से निविदा की प्रक्रिया से संबद्ध किसी भी अधिकारी/कर्मचारी की कोई वैधानिक जिम्मेदारी निर्धारित नहीं होगी। सभी तरह की वैधानिक जिम्मेदारी निविदाकार की निर्धारित होगी।
- 2.3 अनुबन्ध सम्पादित होने के पूर्व निविदाकार के द्वारा निविदा में भागीदारी करने के लिये प्रस्तुत किये गये अभिलेखों की सत्यता के सम्बन्ध में शिकायत प्राप्त होने और जांच में शिकायत सही पाये जाने पर न्यूनतमदर प्रस्तुतकर्ता निविदाकार से अनुबन्ध सम्पादित नहीं किया जायेगा और इस स्थिति में सम्बन्धित निविदाकार के विरुद्ध बिन्दु क्रमांक 2.1 में निहित प्रावधान के अनुसार कार्रवाई की जायेगी। द्वितीय न्यूनतम दर प्रस्तुतकर्ता निविदाकार (एल-2) के द्वारा प्रथम न्यूनतम दर (एल-1) पर कार्य करने के लिये सहमति दिये जाने पर उसके साथ अनुबन्ध सम्पादित कर कार्य कराया जा सकेगा। दो से अधिक निविदाकार होने पर द्वितीय न्यूनतमदर प्रस्तुतकर्ता निविदाकार के द्वारा प्रथम न्यूनतम दर पर कार्य करने के लिये सहमति नहीं दिये जाने पर निविदा में भागीदारी करने वाले अन्य निविदाकार से सहमति प्राप्त होने पर अनुबन्ध सम्पादित कर कार्य कराया जा सकेगा।

- 2.4 निविदाकार के द्वारा निविदा में भागीदारी करने के लिये प्रस्तुत किये गये अभिलेख अनुबन्ध सम्पादित होने के पश्चात असत्य पाये जाने की पुष्टि होने पर अनुबन्ध निरस्त किया जायेगा और द्वितीय न्यूनतम दर प्रस्तुतकर्ता निविदाकार (एल-2) के द्वारा प्रथम न्यूनतम दर (एल-1) पर कार्य करने के लिये सहमति दिये जाने पर उसके साथ अनुबन्ध सम्पादित कर कार्य कराया जा सकेगा। दो से अधिक निविदाकार होने पर द्वितीय न्यूनतमदर प्रस्तुतकर्ता निविदाकार के द्वारा प्रथम न्यूनतम दर पर कार्य करने के लिये सहमति नहीं दिये जाने पर निविदा में भागीदारी करने वाले अन्य निविदाकार से सहमति प्राप्त होने पर अनुबन्ध सम्पादित कर कार्य कराया जा सकेगा।
3. निविदाकार के द्वारा बी.ओ.क्यू. में विभिन्न कार्य की निर्धारित दर से **प्रतिशत दर** (बी.ओ.क्यू. की दर से कम अथवा अधिक प्रतिशत) पर निविदा प्रस्तुत की जानी है। निविदाकार की **प्रतिशत दर** निविदा की बी.ओ.क्यू. में सम्मिलित प्रत्येक आयटम/कार्य की दर पर एक समान लागू होगी।
4. न्यूनतम दर की निविदा स्वीकृत होने के उपरान्त आयुक्त, नगर पालिक निगम, ग्वालियर के द्वारा अथवा उनके विहाफ पर सम्बन्धित कार्यपालन यंत्री, नगर पालिक निगम, ग्वालियर के द्वारा निविदाकार के साथ अनुबन्ध सम्पादित किया जायेगा।
- 4.1 निविदा स्वीकृत होने के उपरान्त सम्बन्धित निविदाकार को **Letter of Acceptance** जारी किये जाने की दिनांक से आगामी 15 दिवस में निविदाकार के द्वारा अनुबन्ध सम्पादित करना अनिवार्य है। निर्धारित समयावधि में अनुबन्ध सम्पादित नहीं किये जाने पर निविदाकार के द्वारा कारण/आधार का उल्लेख कर आयुक्त, नगर पालिक निगम, ग्वालियर को आवेदन प्रस्तुत किया जा सकेगा और अनुबन्ध सम्पादित करने में विलम्ब के लिये कारण/आधार मान्य योग्य होने पर आयुक्त, नगर पालिक निगम, ग्वालियर के द्वारा 07 दिवस तक अनुबन्ध सम्पादित करने की समयावधि बढ़ाई जा सकेगी। उल्लेखित अवधि में अनुबन्ध सम्पादित नहीं किये जाने पर निविदाकार की धरोहर धनराशि राजसात की जायेगी और निविदाकार को नगर पालिक निगम, ग्वालियर के अन्तर्गत वित्तीय वर्ष 2026-2027, 2027-2028 एवं 2028-2029 में किसी भी शाखा के द्वारा किसी भी कार्य करने के लिये जारी की जाने वाली निविदा में भागीदारी करने से प्रतिबन्धित किया जायेगा।
- 4.2 **Letter of Acceptance** जारी किये जाने की दिनांक से आगामी 15 दिवस में अथवा अनुबन्ध सम्पादित करने की समयावधि बढ़ाये जाने पर निर्धारित समयावधि में अनुबन्ध सम्पादित नहीं किये जाने पर द्वितीय न्यूनतम दर प्रस्तुतकर्ता

निविदाकार के द्वारा स्वीकृत न्यूनतम दर पर कार्य करने के लिये सहमति दी जाने पर द्वितीय न्यूनतम दर प्रस्तुतकर्ता निविदाकार से अनुबन्ध सम्पादित कर कार्य कराया जायेगा। दो से अधिक निविदाकार के द्वारा भागीदारी किये जाने पर द्वितीय न्यूनतम दर प्रस्तुतकर्ता के द्वारा प्रथम न्यूनतम स्वीकृत दर पर कार्य करने के लिये सहमति नहीं दिये जाने पर तृतीय न्यूनतम दर प्रस्तुतकर्ता निविदाकार से सहमति प्राप्त होने पर अनुबन्ध सम्पादित कर कार्य कराया जा सकेगा। तीन से अधिक निविदाकार होने पर उल्लेखित प्रक्रिया के अनुसार कार्रवाई पूर्ण कर अनुबन्ध सम्पादित किया जाकर कार्य कराया जायेगा। उल्लेखित कार्रवाई आयुक्त, नगर पालिक निगम, ग्वालियर के बिहाफ पर अपर आयुक्त, नगर पालिक निगम, ग्वालियर अथवा कार्यपालन यंत्री जल प्रदाय संधारण खण्ड, ग्वालियर नगर पालिक निगम, ग्वालियर के द्वारा सम्पादित की जा सकेगी।

- 4.3 स्वीकृत निविदा के अनुसार कार्य की आंकलित धनराशि के लिये लागू मानदण्ड के अनुसार वांछित मूल्य के भारतीय गैर न्यायिक स्टाम्प निविदाकार के द्वारा अनुबन्ध सम्पादित करने हेतु प्रस्तुत किये जायेंगे और इस हेतु निविदाकार को भुगतान नहीं किया जायेगा।
- 4.4 अनुबन्ध सम्पादित होने के पश्चात पृथक से कार्यादेश जारी नहीं किया जायेगा। अनुबन्ध सम्पादित होने की दिनांक से अनुबन्ध की समयावधि प्रारम्भ होना मान्य होगी।
5. स्वीकृत निविदा की निर्धारित धनराशि तक का कार्य पूर्ण करने की समयावधि 06 माह वर्षाकाल सहित निर्धारित है। वर्षाकाल में स्थल पर कार्य किया जाना सम्भव होने पर निविदाकार के द्वारा कार्य सम्पादित किया जा सकेगा। किन्तु कोई दुर्घटना घटित होने पर निविदाकार की पूर्ण जिम्मेदारी होगी।
- 5.1 स्वीकृत निविदा की दर के मान से अनुबन्ध की आंकलित आंकलित धनराशि की **50 प्रतिशत धनराशि तक का अतिरिक्त** कार्य निविदाकार से स्वीकृत निविदा की दर पर कराया जा सकेगा। अनुबन्ध की धनराशि तक का कार्य पूर्ण होने पर अतिरिक्त कार्य कराये जाने की आवश्यकता होने पर निविदाकार को अतिरिक्त कार्य करने के लिये आदेशित किये जाने पर निविदाकार के द्वारा अतिरिक्त कार्य करना बन्धनकारी है। किन्तु अनुबन्ध की धनराशि की सीमा में कार्य पूर्ण होने पर स्वीकृत निविदा की दर पर निविदाकार से कार्य कराये जाने के लिये निविदाकार के द्वारा नगर पालिक निगम, ग्वालियर को बाध्य नहीं किया जा सकेगा।
- 5.2 अतिरिक्त धनराशि का कार्य कराये जाने पर अतिरिक्त कार्य पूर्ण करने की समयावधि निम्नानुसार निर्धारित है :-

अतिरिक्त कार्य की धनराशि की सीमा	कार्य पूर्ण करने की समयावधि
स्वीकृत निविदा के मान से अनुबन्ध की आंकलित धनराशि की 20 प्रतिशत धनराशि तक	45 दिवस
स्वीकृत निविदा के मान से अनुबन्ध की आंकलित धनराशि की 30 प्रतिशत धनराशि तक	60 दिवस
स्वीकृत निविदा के मान से अनुबन्ध की आंकलित धनराशि की 30 से अधिक 50 प्रतिशत धनराशि तक	90 दिवस

- 5.3 अतिरिक्त धनराशि का कार्य कराये जाने पर निविदा की समस्त शर्तें लागू होंगी।
- 5.4 निविदाकार के द्वारा अनुबन्ध की धनराशि का कार्य पूर्ण किये जाने के उपरान्त निविदाकार को अतिरिक्त धनराशि का निविदा के स्कॉप ऑफ वर्क में सम्मिलित कार्य करने के लिये आदेशित किये जाने पर निविदाकार के द्वारा अतिरिक्त धनराशि का कार्य का सम्पादन नहीं किये जाने पर निविदा में निहित प्रावधान के अनुसार कराया जा सकेगा और स्वीकृत निविदा की दर के मान से अतिरिक्त कार्य की आंकलित धनराशि तथा निविदा के प्रावधान के अनुसार अतिरिक्त कार्य कराये जाने पर व्यय होने वाली धनराशि के अन्तर की धनराशि निविदाकार के किये गये कार्य के लिये भुगतान योग्य देय धनराशि से वसूली की जायेगी तथा सम्पूर्ण धनराशि की वसूली निविदाकार की भुगतान योग्य धनराशि से नहीं होने की स्थिति में निविदाकार की परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से वांछित धनराशि की वसूली की जायेगी। इसके अतिरिक्त निविदाकार को आगामी 03 वित्तीय वर्ष (2026–2027, 2027–2028 एवं 2028–29) के दौरान नगर पालिक निगम, ग्वालियर के अन्तर्गत किसी भी शाखा के द्वारा जारी होने वाली निविदाओं में भागीदारी करने के लिये प्रतिबन्धित किया जायेगा।
- 5.5 अतिरिक्त धनराशि का कार्य कराये जाने पर पृथक से निविदाकार के साथ अनुबन्ध सम्पादित किया जायेगा और निविदाकार के द्वारा अनुबन्ध सम्पादित करने हेतु वांछित मूल्य के भारतीय गैर न्यायिक स्टाम्पस प्रस्तुत किये जायेंगे, जिसका निविदाकार को भुगतान देय नहीं होगा।
- 5.6 नगर पालिक निगम, ग्वालियर के अन्तर्गत 15वे वित्त आयोग के तहत विभिन्न क्षेत्र में 05 वित्तीय वर्षों में कार्य करने के लिये स्वीकृत प्रस्ताव में सीवरेज के क्षेत्र में आवश्यकतानुसार अधोसंरचनाएँ निर्मित करने के लिये वित्तीय वर्षवार सम्मिलित धनराशि से निविदा के स्कॉप ऑफ वर्क में सम्मिलित कार्य कराये जाने हेतु



निविदा जारी की गई है। किसी कारण से स्वीकृत प्रस्ताव में प्राप्त होने वाली धनराशि से कम धनराशि प्राप्त होने पर प्राप्त धनराशि की सीमा में निविदाकार से कार्य कराया जायेगा और धनराशि प्राप्त नहीं होने की स्थिति में निविदाकार से कार्य नहीं कराया जायेगा।

6. निविदा के स्कॉप ऑफ वर्क में सम्मिलित कार्य का सम्पादन कराये जाने के दौरान निविदा की **Bill of Quantities** में सम्मिलित विभिन्न कार्य के आयटम्स से अतिरिक्त आयटम का कार्य कराये जाने की आवश्यकता होने पर निविदाकार से अतिरिक्त आयटम का कार्य कराया जा सकेगा। अतिरिक्त आयटम का कार्य करना बन्धनकारी है। अतिरिक्त आयटम के कार्य का भुगतान निम्नानुसार भुगतान किया जायेगा :

- i. **Bill of Quantities** में सम्मिलित आयटम्स के अतिरिक्त अन्य आयटम की दर प्रमुख अभियंता, नगरीय प्रशासन एवं विकास, मध्यप्रदेश, भोपाल के द्वारा वाटर सप्लाई, सीवरेज एवं टयूब बैल वर्क्स (वोल्युम- I), बिल्डिंग वर्क्स (वोल्युम- II) एवं रोड एवं ब्रिज वर्क्स (वोल्युम- III) के लिये जारी एवं दिनांक 02 अगस्त, 2021 से प्रभावशील **Integrated Schedule of Rates** में होने पर अतिरिक्त आयटम की उल्लेखित **Integrated Schedule of Rates** में निर्धारित दर पर स्वीकृत निविदा की प्रतिशत दर लागू कर आंकलित दर के मान से भुगतान किया जायेगा।
- ii. **Bill of Quantities** में सम्मिलित आयटम्स के अतिरिक्त अन्य आयटम की दर प्रमुख अभियंता, नगरीय प्रशासन एवं विकास, मध्यप्रदेश, भोपाल के द्वारा वाटर सप्लाई, सीवरेज एवं टयूब बैल वर्क्स (वोल्युम- I), बिल्डिंग वर्क्स (वोल्युम- II) एवं रोड एवं ब्रिज वर्क्स (वोल्युम- III) के लिये जारी एवं दिनांक 02 अगस्त, 2021 से प्रभावशील **Integrated Schedule of Rates** में नहीं होने किन्तु अतिरिक्त आयटम की दर प्रमुख अभियंता, लोक स्वास्थ्य यांत्रिकी विभाग, भोपाल, मध्यप्रदेश के द्वारा जारी एवं दिनांक 01 सितम्बर, 2023 से प्रभावशील **Unified Schedule of Rates** में सम्मिलित होने पर अतिरिक्त आयटम की उल्लेखित **Unified Schedule of Rates** में निर्धारित दर पर स्वीकृत निविदा की प्रतिशत दर लागू कर आंकलित दर के मान से भुगतान किया जायेगा।
- iii. **Bill of Quantities** में सम्मिलित आयटम्स के अतिरिक्त अन्य आयटम की दर प्रमुख अभियंता, नगरीय प्रशासन एवं विकास, मध्यप्रदेश, भोपाल एवं प्रमुख अभियंता, लोक स्वास्थ्य यांत्रिकी विभाग, मध्यप्रदेश, भोपाल के द्वारा

ऊपर वर्णित जारी एवं प्रभावशील क्रमशः **Integrated Schedule of Rates** एवं **Unified Schedule of Rates** में सम्मिलित होने पर प्रमुख अभियंता, नगरीय प्रशासन एवं विकास, मध्यप्रदेश, भोपाल के द्वारा जारी एवं प्रभावशील ऊपर वर्णित **Integrated Schedule of Rates** में अतिरिक्त आयटम की निर्धारित दर पर स्वीकृत निविदा की प्रतिशत दर लागू कर आंकलित दर के मान से भुगतान किया जायेगा।

- iv. **Bill of Quantities** में सम्मिलित आयटम्स के अतिरिक्त अन्य आयटम की दर प्रमुख अभियंता, नगरीय प्रशासन एवं विकास, मध्यप्रदेश, भोपाल एवं प्रमुख अभियंता, लोक स्वास्थ्य यांत्रिकी विभाग, मध्यप्रदेश, भोपाल के द्वारा ऊपर वर्णित जारी एवं प्रभावशील क्रमशः **Integrated Schedule of Rates** एवं **Unified Schedule of Rates** में नहीं होने किन्तु उल्लेखित **Integrated Schedule of Rates** अथवा **Unified Schedule of Rates** में सम्मिलित विभिन्न कार्य के आयटम्स की दर से रेट एनालायसेस कर अतिरिक्त आयटम की दर का आंकलन किया जाना सम्भव होने पर आंकलित दर पर स्वीकृत निविदा की प्रतिशत दर लागू कर अतिरिक्त आयटम की आंकलित दर के मान से भुगतान किया जायेगा।
- v. **Bill of Quantities** में सम्मिलित आयटम्स के अतिरिक्त अन्य आयटम की दर प्रमुख अभियंता, नगरीय प्रशासन एवं विकास, मध्यप्रदेश, भोपाल एवं प्रमुख अभियंता, लोक स्वास्थ्य यांत्रिकी विभाग, मध्यप्रदेश, भोपाल के द्वारा ऊपर वर्णित जारी एवं प्रभावशील क्रमशः **Integrated Schedule of Rates** एवं **Unified Schedule of Rates** में सम्मिलित नहीं होने किन्तु मध्यप्रदेश शासन के अन्य विभाग में निविदा जारी करने के समय प्रभावशील **Schedule of Rates** में अतिरिक्त आयटम की दर सम्मिलित होने पर अतिरिक्त आयटम की विभाग में प्रभावशील **Schedule of Rates** में निर्धारित दर पर स्वीकृत निविदा की प्रतिशत दर लागू कर आंकलित दर के मान से भुगतान किया जायेगा।
7. निविदा के स्कॉप ऑफ वर्क में मुख्यतः ग्वालियर विधानसभा वार्ड क्र. 03 एवं 04 में मैन ट्रंक लाइन एवं जुड़े सीवरेज नेटवर्क कार्य के एरिया में डिजाइन एवं ड्राईंग के अनुसार सीवरेज नेटवर्क बिछाने एवं अन्य सम्बन्धित कार्य सम्मिलित हैं। किन्तु आवश्यकतानुसार नगर पालिक निगम, ग्वालियर के अन्तर्गत ग्वालियर विधानसभा के क्षेत्र में सम्मिलित विभिन्न वार्डों के विभिन्न स्थल पर अनुबन्ध की धनराशि की सीमा में सीवरेज नेटवर्क बिछाने जाने का कार्य तथा अन्य सम्बन्धित कार्य निविदाकार से कराया जा सकेगा और निविदाकार के द्वारा परिवर्तित स्थल पर स्वीकृत निविदा की दर पर कार्य करना बन्धनकारी है।

- 7.1 अनुबन्ध सम्पादित करने की दिनांक से आगामी 07 दिवस में सीवरेज नेटवर्क बिछाये जाने के निर्धारित स्थल का निविदाकार को निरीक्षण कराया जायेगा और निरीक्षण किये जाने के दौरान निर्धारित स्थल पर सीवरेज नेटवर्क बिछाये जाने में व्याप्त व्यवधान का निराकरण शीघ्र नहीं हो सकने की स्थिति में स्थल की जानकारी आगामी 15 दिवस में दी जायेगी और इस स्थिति में निविदा के स्कॉप ऑफ वर्क में सम्मिलित कार्य पूर्ण करने के लिये निर्धारित समयावधि को 07 दिवस बढ़ाकर मान्य किया जायेगा।
8. निविदा की **Bill of Quantities** में सीवर का व्यास, लम्बाई तथा प्रकार अनुमान के आधार पर निर्धारित हैं। स्वीकृत डिजाइन एवं ड्राईंग में सीवरेज नेटवर्क की गहराई, सीवर का व्यास तथा स्थल पर जमीन के नीचे टूटने वाला अथवा ना टूटने वाले स्ट्रेटा व स्थल पर कार्य करने के लिये जगह की उपलब्धता एवं अन्य तकनीकी पहलुओं के दृष्टिगत सीवर का टाइप (आर.सी.सी. अथवा डी.डब्ल्यू.सी.) निर्धारित होगा। इसी प्रकार स्वीकृत डिजाइन के अनुसार स्थल पर मैन होल का निर्माण किया जायेगा। अतः **Bill of Quantities** में सम्मिलित सीवर के व्यास, लम्बाई एवं प्रकार परिवर्तनशील हैं।
- 8.1 निविदा की **Bill of Quantities** में सम्मिलित सभी आयटम्स की मात्रा अनुमान के आधार पर निर्धारित है, जो परिवर्तनशील है। सीवरेज नेटवर्क बिछाये जाने की स्वीकृत डिजाइन एवं ड्राईंग के अनुसार विभिन्न व्यास के सीवरेज नेटवर्क एवं मैन होल इत्यादि के लिये कार्य की वास्तविक मात्रा निर्धारित होगी। **Bill of Quantities** में सम्मिलित सीवर के व्यास से अधिक व्यास के सीवर तथा अन्य प्रकार के मैन होल का निर्माण किये जाने तथा **Bill of Quantities** में सम्मिलित सभी आयटम्स की निर्धारित मात्रा से कम या अधिक मात्रा में प्रत्येक आयटम का कार्य कराये जाने एवं **Bill of Quantities** में सम्मिलित सभी आयटम्स में से किसी आयटम का कार्य सम्पादित नहीं कराये जाने की स्थिति परिलक्षित हो सकती है।
- 8.2 निविदा के अन्तर्गत स्कॉप ऑफ वर्क में सम्मिलित विभिन्न वार्ड/विभिन्न कार्य एवं नगर पालिक निगम, ग्वालियर में सम्मिलित अन्य वार्डों में पूर्व से विद्यमान सीवरेज नेटवर्क में क्षेत्र में जनित हो रहे सीवेज को तथा घरों/संस्थानों इत्यादि से बाहर आ रहे पानी (बाथरूम एवं किचिन से) को सीवरेज नेटवर्क में जोड़ने के लिये तथा नगर में संचालित सार्वजनिक शौचालयों के सीवेज को सीवरेज नेटवर्क में जोड़े जाने के लिये विभिन्न आवश्यक कार्य जैसे प्रोपर्टी कनेक्शन चैम्बर का निर्माण, उपयुक्त गुणवत्ता के 110 एम.एम. व्यास का पी.व्ही.सी. पाइप बिछाना, रोड रेस्टोरेशन करना इत्यादि कार्य भी कराया जायेगा। कार्य की मात्रा आवश्यकतानुसार निर्धारित होगी।
9. **सीवरेज नेटवर्क की डिजाइन एवं ड्राईंग :**
- 9.1 अनुबन्ध सम्पादित करने की दिनांक से आगामी 07 दिवस में सहायक यंत्री, नगर पालिक निगम, ग्वालियर के द्वारा निविदाकार को सीवरेज नेटवर्क बिछाये जाने के

कार्य किये जाने हेतु स्थल का निरीक्षण कराया जायेगा और निविदाकार के द्वारा आगामी 15 दिवस में स्थल का सर्वे किया जाकर डिजाइन एवं ड्राईंग तैयार करने का कार्य पूर्ण किया जाकर डिजाइन शीट की एक हार्ड कॉपी एवं ए-0 साइज की ड्राईंग की एक हार्ड कॉपी इंजीनियर-इन-चार्ज को प्रस्तुत की जायेगी।

- 9.2 इंजीनियर –इन–चार्ज के द्वारा डिजाइन एवं ड्राईंग का अधिकतम 05 (पाँच) दिवस में परीक्षण किया जाकर डिजाइन एवं ड्राईंग की हार्ड कॉपी पर परीक्षण रिपोर्ट अंकित की जायेगी और निविदाकार के द्वारा डिजाइन एवं ड्राईंग की हार्ड कॉपी, जिस पर इंजीनियर–इन–चार्ज के द्वारा परीक्षण रिपोर्ट अंकित की जायेगी, की स्वयं के व्यय से फोटो कॉपी कराई जायेगी और मूल कॉपी इंजीनियर–इन–चार्ज को वापस की जायेगी।
- 9.3 इंजीनियर –इन–चार्ज के द्वारा डिजाइन एवं ड्राईंग से सहमत होने की सूचना निविदाकार को दिये जाने पर निविदाकार के द्वारा डिजाइन शीट एवं ड्राईंग की 02 हार्ड कॉपी किसी भी शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉजी (आई.आई.टी.) में प्रस्तुत की जाकर सिविल इंजीनियरिंग डिपार्टमेन्ट से डिजाइन शीट एवं ड्राईंग का परीक्षण कराया जाकर डिजाइन एवं ड्राईंग पर परीक्षक की सील अंकित कराकर डिजाइन शीट एवं ड्राईंग की एक मूल प्रति इंजीनियर–इन–चार्ज को प्रस्तुत की जायेगी एवं शेष दूसरी प्रति निविदाकार के द्वारा सम्बन्धित इंजीनियरिंग कॉलेज, ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉजी (आई.आई.टी.) में रिकार्ड में संधारित करने के लिये रखी जायेगी।
- 9.4 निविदाकार के द्वारा परीक्षण करायी गयी डिजाइन एवं ड्राईंग की फोटो कॉपी स्वयं के व्यय से की जाकर कार्य करने के लिये रखी जायेगी और मूल प्रति इंजीनियर–इन–चार्ज को दी जायेगी।
- 9.5 शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉजी (आई.आई.टी.) के सिविल इंजीनियरिंग डिपार्टमेन्ट के द्वारा डिजाइन एवं ड्राईंग में परिवर्तन बताये जाने पर निविदाकार के द्वारा तदनुसार परिवर्तन किया जाकर सीधे डिजाइन एवं ड्राईंग की हार्ड कॉपी संस्थान में प्रस्तुत की जायेगी और इसकी सूचना इंजीनियर–इन–चार्ज को दी जायेगी।

- 9.6 इंजीनियर-इन-चार्ज से डिजाइन शीट एवं ड्राईंग के सम्बन्ध में अभिमत प्राप्त होने की दिनांक से अधिकतम 05 (पाँच) दिवस में निविदाकार के द्वारा शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉजी (आई.आई.टी.) से डिजाइन एवं ड्राईंग का परीक्षण कराये जाने के लिये आवेदन के साथ डिजाइन एवं ड्राईंग की 02 हार्ड कॉपी एवं 01 सॉफ्ट कॉपी प्रस्तुत की जायेगी व संस्थान में वांछित शुल्क की धनराशि जमा की जायेगी और इंजीनियर-इन-चार्ज को संस्थान में जमा की गई धनराशि की प्राप्ति हेतु संस्थान के द्वारा जारी रसीद की छाया प्रति एवं निविदाकार के द्वारा संस्थान में डिजाइन एवं ड्राईंग का परीक्षण कराये जाने के लिये प्रस्तुत किये गये पत्र की छाया प्रति तथा संस्थान के द्वारा डिजाइन एवं ड्राईंग का परीक्षण किये जाने के सम्बन्ध में जारी किये गये पत्र की छाया प्रति प्रस्तुत की जायेगी।
- 9.7 निविदाकार के द्वारा शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉजी (आई.आई.टी.) का नाम व पता इंजीनियर-इन-चार्ज को डिजाइन एवं ड्राईंग का परीक्षण कराने के लिये प्रस्तुत किये जाने पर इंजीनियर-इन-चार्ज के द्वारा संस्थान को पत्र जारी किया जा सकेगा अथवा निविदाकार के द्वारा संस्थान में सीधे पत्र प्रस्तुत कर पत्र की प्रति इंजीनियर-इन-चार्ज को प्रस्तुत की जाकर डिजाइन एवं ड्राईंग का परीक्षण कराया जा सकेगा।
- 9.8 निविदाकार के द्वारा शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉजी (आई.आई.टी.) से डिजाइन एवं ड्राईंग का परीक्षण अति शीघ्र कराने का प्रयास किया जायेगा। परीक्षण कराये जाने में 07 दिवस से अधिक दिवस का विलम्ब होने पर निविदाकार के द्वारा संस्थान के सिविल इंजीनियरिंग डिपार्टमेंट के एच.ओ.डी. अथवा संस्थान के डायरेक्टर/प्रमुख से सम्पर्क किया जाकर डिजाइन एवं ड्राईंग का परीक्षण कराये जाने का प्रयास किया जायेगा और विलम्ब के सम्बन्ध में इंजीनियर-इन-चार्ज को भी अवगत कराया जायेगा।
- 9.9 इंजीनियर-इन-चार्ज को डिजाइन एवं ड्राईंग की हार्ड कॉपी प्राप्त होने के उपरान्त अधिकतम 05 (पाँच) दिवस में ऑब्जरवेशन्स बताये जाने पर निविदाकार के द्वारा डिजाइनर एवं इंजीनियर-इन-चार्ज की अधिकतम 05 (पाँच) दिवस में चर्चा करायी जायेगी और चर्चा होने की दिनांक से अधिकतम 03 (तीन) दिवस में ऑब्जरवेशन्स के अनुसार डिजाइन एवं ड्राईंग की हार्ड कॉपी इंजीनियर-इन-चार्ज

को प्रस्तुत की जायेगी और इंजीनियर –इन–चार्ज के द्वारा डिजाइन एवं ड्राईंग का परीक्षण आगामी 03 (तीन) दिवस में किया जाकर डिजाइन एवं ड्राईंग की हार्ड कॉपी पर परीक्षण रिपोर्ट अंकित की जायेगी और निविदाकार के द्वारा डिजाइन एवं ड्राईंग की हार्ड कॉपी जिस पर परीक्षण रिपोर्ट अंकित की जायेगी, की स्वयं के व्यय से फोटो कॉपी कराई जायेगी और मूल कॉपी इंजीनियर–इन–चार्ज को वापस की जायेगी।

- 9.10 इंजीनियर–इन–चार्ज के द्वारा बताये गये ऑब्जरवेशन के उपरान्त प्रस्तुत डिजाइन एवं ड्राईंग से इंजीनियर–इन–चार्ज के सहमत होने पर डिजाइन एवं ड्राईंग का परीक्षण ऊपर वर्णित प्रावधान के अनुसार निविदाकार के द्वारा कराया जायेगा और अन्य कार्रवाई पूर्ण कर निर्धारित समयावधि में कार्य प्रारम्भ किया जायेगा।
- 9.11 शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉज (आई.आई.टी.) से डिजाइन एवं ड्राईंग का परीक्षण कराये जाने के उपरान्त डिजाइन एवं ड्राईंग प्रस्तुत करने की दिनांक से इंजीनियर–इन–चार्ज के द्वारा आगामी 03 (तीन) दिवस में स्वीकृति की रिपोर्ट डिजाइन एवं ड्राईंग पर अंकित की जायेगी और निविदाकार के द्वारा डिजाइन एवं ड्राईंग की फोटो कॉपी स्वयं के व्यय से कराकर कार्य स्थल पर कार्य कराने के लिये रखी जायेगी।
- 9.12 इंजीनियर–इन–चार्ज के द्वारा डिजाइन एवं ड्राईंग की स्वीकृति ऊपर निहित प्रावधान के तहत संस्थान से परीक्षण की गई डिजाइन एवं ड्राईंग पर दिये जाने की दिनांक से निविदाकार के द्वारा स्थल पर आगामी 05 (पाँच) दिवस में कार्य प्रारम्भ किया जायेगा।
- 9.13 इंजीनियर–इन–चार्ज से 05 (पाँच) से कम स्थल पर सीवरेज नेटवर्क बिछाये जाने की डिजाइन एवं ड्राईंग की स्वीकृति प्राप्त होने की स्थिति में सभी स्थल पर निविदाकार के द्वारा एक साथ कार्य प्रारम्भ करना बन्धनकारी है।
- 9.14 इंजीनियर–इन–चार्ज से 05 (पाँच) से अधिक स्थल पर सीवरेज नेटवर्क बिछाये जाने की डिजाइन एवं ड्राईंग की स्वीकृति प्राप्त होने की स्थिति में निविदाकार के द्वारा कम से कम 05 स्थल पर एक साथ कार्य प्रारम्भ करना बन्धनकारी है। किन्तु स्थल की संख्या 05 (पाँच) से अधिक होने पर निविदाकार के पास उपलब्ध संसाधन के दृष्टिगत निविदाकार के द्वारा सभी स्थल पर एक साथ कार्य प्रारम्भ किया जा सकेगा।
- 9.15 किसी स्थल पर घर/संस्थान में शौचालय से अधिक गहराई पर वेस्ट वाटर निकलने की स्थिति होने पर निविदाकार के द्वारा घर/संस्थान के वेस्ट वाटर को

सीवरेज नेटवर्क में जोड़ने के दृष्टिगत डिजाइन में सीवरेज नेटवर्क की गहराई निर्धारित की जायेगी। किन्तु अधिक गहराई के सीवरेज नेटवर्क को आगे बिछे हुये सीवरेज नेटवर्क से लेवल में अन्तर होने के कारण नहीं जोड़े जा सकने की स्थिति के दृष्टिगत सीवरेज नेटवर्क की डिजाइन में गहराई निर्धारित की जायेगी।

10. **विद्यमान सीवरेज नेटवर्क का कंडीशन असिसमेन्ट :**

- 10.1 निविदाकार के द्वारा विद्यमान सीवरेज नेटवर्क का कंडीशन असिसमेन्ट किये जाने में जिस रोड पर सीवरेज नेटवर्क बिछा हुआ है, उस रोड का सर्वे किया जायेगा, मेंन होल के सीवर के इनवर्ट लेवल लिये जायेंगे और सीवर के इनवर्ट लेवल के अनुसार सीवरेज नेटवर्क का स्लोप सही होने अथवा सही नहीं होने तथा सीवर के धसकने अथवा क्षतिग्रस्त होने का आंकलन किया जायेगा। निविदा की बी.ओ.क्यू. में कंडीशन असिसमेन्ट का कार्य करने के लिये निर्धारित आयटम की दर पर स्वीकृत निविदा की दर लागू की जाकर आंकलित दर के मान से सीवरेज नेटवर्क के कंडीशन असिसमेन्ट किये जाने के कार्य का भुगतान किया जायेगा।
- 10.2 निविदाकार के द्वारा विद्यमान सीवरेज नेटवर्क का कंडीशन असिसमेन्ट किये जाने में मेंन होल, सीवर, हाउस प्रोपर्टी कनेक्शन चैम्बर की सफाई का कार्य किया जायेगा और निविदा की बी.ओ.क्यू. में उल्लेखित कार्य के लिये सम्मिलित आयटम की दर पर स्वीकृत निविदा की दर लागू की जाकर आंकलित दर के मान से उल्लेखित कार्य के लिये भुगतान किया जायेगा।
- 10.3 अनुबन्ध सम्पादित करने के उपरान्त निविदाकार को कंडीशन असिसमेन्ट वाले क्षेत्र (जहां पूर्व से सीवरेज नेटवर्क विद्यमान है लेकिन सीवरेज नेटवर्क में बीच में किसी हिस्से में अथवा सम्पूर्ण लम्बाई में से कुछ लम्बाई में अथवा सम्पूर्ण लम्बाई में सीवरेज नेटवर्क के टूट जाने अथवा धसक जाने अथवा ग्रेडियेन्ट असमान होने अथवा 200 एम.एम. व्यास से कम व्यास के सीवर बिछे होने अथवा अन्य किसी कारण से सीवरेज नेटवर्क के प्रायः जाम रहने की स्थिति रहती है) में कंडीशन असिसमेन्ट किये जाने के स्थल की जानकारी/सूची उपलब्ध कराये जाने की दिनांक से आगामी 15 (पन्द्रह) दिवस में कार्य स्थल का कंडीशन असिसमेन्ट किया जाकर ड्राईंग एवं कंडीशन असिसमेन्ट की रिपोर्ट तैयार कर इंजीनियर-इन-चार्ज को प्रस्तुत की जायेगी।
- 10.4 इंजीनियर -इन-चार्ज के द्वारा कंडीशन असिसमेन्ट की रिपोर्ट एवं ड्राईंग का अधिकतम 03 (तीन) दिवस में परीक्षण किया जाकर निविदाकार को कंडीशन असिसमेन्ट की रिपोर्ट से सहमत होने अथवा असहमत होने की सूचना दी जायेगी।

- 10.5 कंडीशन असिसमेन्ट की रिपोर्ट के अनुसार पूर्व से विद्यमान सीवरेज नेटवर्क के कुछ लम्बाई में अथवा सम्पूर्ण लम्बाई में से कुछ लम्बाई में सीवरेज नेटवर्क के स्थान पर नवीन सीवरेज नेटवर्क बिछाये जाने की आवश्यकता होने और इंजीनियर-इन-चार्ज के कंडीशन असिसमेन्ट की रिपोर्ट से सहमत होने तथा तकनीकी दृष्टि से स्थल पर पूर्व से विद्यमान सीवरेज नेटवर्क के अनुसार सीवरेज नेटवर्क का व्यास निर्धारित होने की स्थिति में निविदाकार के द्वारा कंडीशन असिसमेन्ट की रिपोर्ट एवं ड्राईंग का परीक्षण शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉजी (आई.आई.टी.) से नहीं कराया जायेगा तथा इंजीनियर-इन-चार्ज के द्वारा कंडीशन असिसमेन्ट की रिपोर्ट प्राप्त होने की दिनांक से अधिकतम 03 (तीन) दिवस में निविदाकार को कार्य प्रारम्भ करने के लिये अवगत कराया जायेगा।
- 10.6 इंजीनियर-इन-चार्ज के द्वारा कंडीशन असिसमेन्ट की रिपोर्ट से सहमत होने की सूचना निविदाकार को दिये जाने के उपरान्त निविदाकार के द्वारा कार्य स्थल पर वांछित व्यास के सीवरेज नेटवर्क के बिछाये जाने की डिजाइन एवं ड्राईंग अधिकतम 03 (तीन) दिवस में इंजीनियर-इन-चार्ज को प्रस्तुत की जायेगी और इंजीनियर-इन-चार्ज के द्वारा ही ड्राईंग की 02 दिवस में स्वीकृति दी जायेगी। डिजाइन एवं ड्राईंग की स्वीकृति दिये जाने की दिनांक से अधिकतम 05 (पाँच) में निविदाकार के द्वारा कार्य स्थल पर कार्य प्रारम्भ किया जायेगा।
- 10.7 कंडीशन असिसमेन्ट की रिपोर्ट के अनुसार पूर्व से विद्यमान सम्पूर्ण सीवरेज नेटवर्क के उपयोगी नहीं होने से नवीन सीवरेज नेटवर्क की आवश्यकता होने की स्थिति में निविदाकार के द्वारा कंडीशन असिसमेन्ट की रिपोर्ट प्रस्तुत किये जाने की दिनांक से आगामी 10 (दस) में स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये डिजाइन एवं ड्राईंग तैयार करायी जाकर शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा देश की किसी भी इंडियन इंस्टीट्यूट ऑफ टेक्नोलॉजी (आई.आई.टी.) से परीक्षण कराये जाने हेतु प्रस्तुत की जायेगी तथा निविदाकार के द्वारा ऊपर वर्णित प्रावधान के अनुसार संस्थान से डिजाइन एवं ड्राईंग का परीक्षण कराया जायेगा और अन्य कार्रवाई पूर्ण कर निर्धारित समयावधि में कार्य प्रारम्भ किया जायेगा।
- 10.8 किसी स्थल पर बिछे हुये सीवरेज नेटवर्क से सीवेज सेप्टिक टैंक में जाने की स्थिति होने पर बिछे हुये सीवरेज नेटवर्क का कंडीशन असिसमेन्ट किया जायेगा और सीवरेज नेटवर्क में सीवेज के फ्लो में कोई व्यवधान नहीं पाये जाने की स्थिति में सेप्टिक टैंक के इनलेट से सीवेज को सीवरेज नेटवर्क से जोड़े जाने के लिये सीवरेज नेटवर्क की डिजाइन की जायेगी, बिछे हुये सीवरेज नेटवर्क में सीवेज के



प्लो में व्यवधान होने पर घर/संस्थान के सीवेज को नवीन सीवरेज नेटवर्क बिछाकर विद्यमान सीवरेज नेटवर्क से जोड़ा जायेगा और सेप्टिक टैंक का उपयोग बन्द किया जायेगा।

- 10.9 कंडीशन असिसमेन्ट की रिपोर्ट एवं ड्राईंग की हार्ड तथा सॉफ्ट कॉपी ऊपर निहित प्रावधान के अनुसार निविदाकार के द्वारा प्रस्तुत की जायेंगी।
- 10.10 निविदाकार के द्वारा पूर्व से विद्यमान सीवरेज नेटवर्क का कंडीशन असिसमेन्ट किये जाने में मैन होल एवं सीवर की सफाई किये जाने से निकलने वाले मलबा को कार्य स्थल से परिवहन कर कटी घाटी, शिन्दे की छावनी, ग्वालियर पर विद्यमान पार्क के पीछे गड्ढा में अथवा इंजीनियर-इन-चार्ज के द्वारा नगर पालिक निगम, ग्वालियर की सीमा में बताये जाने वाले स्थल पर डाला जायेगा। इस हेतु पृथक से भुगतान देय नहीं है।
- 10.11 निविदाकार के द्वारा डिजाइन एवं ड्राईंग का शासकीय इंजीनियरिंग कॉलेज अथवा ख्यातिनाम इंजीनियरिंग कॉलेज अथवा रीजनल इंजीनियरिंग कॉलेज अथवा आई. आई.टी. से परीक्षण कराये जाने के लिये संस्थान में वांछित शुल्क की धनराशि स्वयं जमा की जायेगी। नगर पालिक निगम, ग्वालियर के द्वारा इस हेतु भुगतान नहीं किया जायेगा।
- 10.12 निविदाकार के द्वारा ऊपर वर्णित संस्थान से डिजाइन एवं ड्राईंग का परीक्षण कराने के लिये निर्धारित समयावधि में वांछित शुल्क की धनराशि संस्थान में जमा नहीं किये जाने पर विलम्ब से शुल्क की धनराशि जमा किये जाने के दिवस को कार्य पूर्ण करने में होने वाले विलम्ब के दिवस की गणना में निविदाकार के द्वारा कार्य पूर्ण करने में विलम्ब मान्य किया जायेगा।
- 10.13 निविदाकार के द्वारा अनकवर्ड एरिया में सीवरेज नेटवर्क बिछाये जाने एवं पूर्व से विद्यमान सीवरेज नेटवर्क का कंडीशन असिसमेन्ट किया जाकर सीवरेज नेटवर्क बिछाये जाने की तैयार की गई डिजाइन एवं ड्राईंग का ऊपर वर्णित प्रक्रिया के अनुसार परीक्षण कराये जाने के उपरान्त प्रस्तुत की गई डिजाइन एवं ड्राईंग पर तकनीकी एवं अन्य किसी कारण से सीवरेज नेटवर्क बिछाये जाने का कार्य नहीं कराये जा सकने की स्थिति में स्वीकृत डिजाइन एवं ड्राईंग के आधार पर यदि कार्य (सीवरेज नेटवर्क, रोड रेस्टोरेशन, प्रोपर्टी चैम्बर कनेक्शन एवं अन्य कार्य) कराया जाता तो कार्य की आंकलित धनराशि की 01 प्रतिशत धनराशि का भुगतान निविदाकार को डिजाइन एवं ड्राईंग तैयार किये जाने हेतु किया जायेगा।
- 10.14 निविदा की बी.ओ.क्यू. में एस.एफ.आर.सी. के मैन होल कवर खोलने एवं कार्य करने के उपरान्त मैन होल पर रखने के लिये सम्मिलित दर के मान से सीवरेज नेटवर्क

के कंडीशन असिसमेन्ट किये जाने के कार्य करने में सीवरेज नेटवर्क की सफाई किये जाने में मैन होल पर लगे एस.एफ.आर.सी. कवर/आर.सी.सी. के प्रीकॉस्ट कवर/सी.आई. कवर इत्यादि को खोलने एवं सफाई का कार्य करने के उपरान्त मैन होल पर पुनः रखने के लिये मान्य है।

11. निविदाकार के द्वारा कार्य पूर्ण किये जाने के पश्चात अन्तिम देयक के पूर्व अथवा अन्तिम देयक के साथ बिछाये गये सीवरेज नेटवर्क की ए-0 साइज की एज बिल्ट ड्राइंग की 03 लेमीनेटेड हार्ड कॉपी एवं 01 सॉफ्ट कॉपी (पेनड्राइव में— ऑटोकेड एवं पी.डी.एफ. फाइल) इंजीनियर-इन-चार्ज को प्रस्तुत करना बन्धनकारी है। उल्लेखित ड्राइंग्स एवं जानकारी प्रस्तुत नहीं किये जाने पर निविदाकार के अन्तिम देयक का भुगतान नहीं किया जायेगा।

12. **हाउस सर्विस चैम्बर**

- i. ऐसे कार्य स्थल, जहां पर रोड की चौड़ाई 3 मीटर से कम है, वहाँ बिछाये जाने वाले सीवरेज नेटवर्क में प्रत्येक घर/ संस्थान के शौचालय/ किचिन/ बाथरूम से निकल रहे वेस्ट वाटर से एक से अधिक हाउस कनेक्शन किये जाने की आवश्यकता होने पर हाउस चैम्बर का निर्माण किया जायेगा, किन्तु एक कनेक्शन किये जाने की आवश्यकता होने पर वेस्ट वाटर को सीधे सीवरेज नेटवर्क में जोड़ा जायेगा, हाउस चैम्बर का निर्माण कार्य नहीं किया जायेगा। मैन होल की संख्या बढ़ाई जायेगी।
- ii. प्रत्येक कार्य स्थल पर प्रत्येक घर/संस्थान के शौचालय/किचिन /बाथरूम से निकल रहे वेस्ट वाटर को सीधे मैन होल से जोड़ने अथवा हाउस सर्विस चैम्बर का निर्माण कर मैन होल से जोड़ने का निर्णय सहायक यंत्री/उपयंत्री, नगर पालिक निगम, ग्वालियर के द्वारा स्थल पर लिया जायेगा और तदनुसार निविदाकार के द्वारा कार्य किया जायेगा।
- iii. प्रत्येक कार्य स्थल पर प्रत्येक घर/संस्थान के शौचालय/किचिन /बाथरूम से निकल रहे वेस्ट वाटर को सीवरेज नेटवर्क से जोड़ने के लिये हाउस सर्विस चैम्बर का साइज का निर्धारण सहायक यंत्री/उपयंत्री, नगर पालिक निगम, ग्वालियर के द्वारा स्थल पर किया जायेगा और निविदाकार के द्वारा तदनुसार उपयुक्त साइज के हाउस सर्विस चैम्बर का निर्माण किया जायेगा।
- iv. किसी स्थल पर निविदा की बी.ओ.क्यू. में सम्मिलित हाउस सर्विस चैम्बर की निर्धारित गहराई से अधिक गहराई का हाउस सर्विस चैम्बर निर्मित किये

जाने की आवश्यकता होने पर किये जाने वाले अतिरिक्त कार्य के आयटम का भुगतान निविदा में निहित प्रावधान के अनुसार किया जायेगा।

- v. किसी कार्य स्थल पर घर/संस्थान के शौचालय, किचिन एवं बाथरूम से वेस्ट वाटर पृथक पृथक निकलने की स्थिति में सभी उल्लेखित स्रोत से निकल रहे वेस्ट वाटर को सीवरेज नेटवर्क से जोड़ने का कार्य किया जायेगा तथा नगर पालिक निगम, ग्वालियर के अधीन संचालित सार्वजनिक एवं सामुदायिक शौचालय के वेस्ट को सीवरेज नेटवर्क में जोड़ने का कार्य भी किया जायेगा।
13. **बेडिंग** : स्वीकृत डिजाइन एवं ड्राईंग के अनुसार सीवरेज नेटवर्क बिछाये जाने में बेडिंग का कार्य किया जायेगा। Bill of Quantities में बेडिंग में मोरम का आयटम सम्मिलित किया गया है। किन्तु डिजाइन में मुरम के अतिरिक्त अन्य बेडिंग की आवश्यकता होने पर तदनुसार निविदाकार के द्वारा बेडिंग का कार्य किया जायेगा और अनुबन्ध में निहित प्रावधान के अनुसार भुगतान किया जायेगा। मुरम की जगह पर क्रशर डस्ट का उपयोग भी किया जा सकता है और क्रशर डस्ट का उपयोग किये जाने पर निविदा में निहित प्रावधान के अनुसार निविदाकार को भुगतान किया जायेगा।
14. **रोड रेस्टोरेशन** : निविदाकार के द्वारा सीवरेज नेटवर्क बिछाये जाने के उपरान्त रोड रेस्टोरेशन का कार्य निम्नानुसार किया जायेगा :-
- 14.1 कच्ची रोड पर सीवरेज नेटवर्क बिछाये जाने के उपरान्त निविदाकार के द्वारा खोदी गई ट्रेन्च में प्रोपर कॉम्पेक्शन किया जाकर रोड को मोटरेबल बनाया जायेगा तथा काटी गई ट्रेन्च में सेटलमेन्ट होने पर निविदाकार के द्वारा पुनः मिट्टी भरी जायेगी और कॉम्पेक्शन किया जाकर रोड को लेवल किया जाकर मोटरेबल बनाया जायेगा। इस हेतु निविदाकार को फिलिंग कार्य के भुगतान के अतिरिक्त अन्य भुगतान देय नहीं है। आयुक्त, नगर पालिक निगम, ग्वालियर से स्वीकृति प्राप्त होने पर स्वीकृत निविदा की दर पर डब्ल्यू.बी.एम. रोड अथवा सी.सी. रोड का निर्माण कार्य कराया जा सकेगा और इस हेतु निविदाकार को निविदा में निहित प्रावधान के अनुसार भुगतान किया जायेगा।
- 14.2 बी.टी. अथवा सी.सी. रोड पर सीवरेज नेटवर्क बिछाये जाने पर निविदाकार के द्वारा बी.टी. अथवा सी.सी. का रेस्टोरेशन उपयंत्री एवं सहायक यंत्री अथवा इंजीनियर-इन-चार्ज के द्वारा जारी स्पेशीफिकेशन्स एवं सेक्शन के अनुसार किया जायेगा।

- 14.3 स्थल पर सीवरेज नेटवर्क बिछाये जाने के पूर्व से विद्यमान बी.टी. अथवा सी.सी. रोड पूरी चौड़ाई में क्षतिग्रस्त होने की स्थिति में सीवरेज नेटवर्क बिछाये जाने के उपरान्त स्वीकृत निविदा की दर पर निविदाकार से पूरी चौड़ाई एवं जितनी लम्बाई में सीवरेज नेटवर्क बिछाया जायेगा में रोड का रेस्टोरेशन कराया जा सकेगा।
- 14.4 स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये काटी गई बी.टी. अथवा सी.सी. रोड के रेस्टोरेशन किये जाने में वस्तुस्थिति के अनुसार तकनीकी दृष्टि से रोड का प्रकार परिवर्तित कर कार्य कराया जा सकेगा। बी.टी. रोड काटी जाने पर सी.सी. तथा सी.सी. रोड काटी जाने पर बी.टी. रोड का रेस्टोरेशन कराया जा सकेगा।
- 14.5 सीवरेज नेटवर्क बिछाये जाने के उपरान्त शीघ्र रोड को मोटरबल बनाया जायेगा तथा स्थल पर बचे सरप्लस मटेरियल को कटी घाटी, शिन्दे की छावनी, पार्क के पीछे अथवा इंजीनियर-इन-चार्ज के द्वारा नगर पालिक निगम, ग्वालियर की सीमा में बताये जाने वाले स्थल पर कार्य स्थल से परिवहन कर डाला जायेगा। ट्रेन्च में प्रोपर कम्पेक्शन करने के उपरान्त ट्रेन्च में मिट्टी सेटल नहीं होने की स्थिति निर्मित होने पर रोड के रेस्टोरेशन का कार्य किया जायेगा। सीवरेज नेटवर्क बिछाये जाने के उपरान्त रेस्टोर्ड की गई रोड डिफेक्ट लायबिलिटी पीरियड में सेटल होने अथवा डेमेज होने की स्थिति में निविदाकार के द्वारा रोड का रेस्टोरेशन किया जायेगा और इस हेतु पृथक से भुगतान देय नहीं है।
- 14.6 कच्ची रोड अथवा डब्ल्यू बी.एम. रोड पर सीवरेज नेटवर्क बिछाये जाने पर वातावरण में धूल के कण मिलने की स्थिति को रोकने के लिये निविदाकार के द्वारा कार्य किये जाने के दौरान ट्रैक्टर में पानी भरकर कार्य स्थल पर कार्य के दौरान छिड़काव किया जायेगा। सी.सी. एवं बी.टी. रोड पर सीवरेज नेटवर्क बिछाये जाने के उपरान्त ट्रेन्च में मिट्टी की फिलिंग की जाकर वातावरण में धूल के कण मिलने की स्थिति को रोकने के लिये निविदाकार के द्वारा ट्रेन्च के ऊपर पानी का छिड़काव किया जायेगा तथा रोड पर बिछी मिट्टी को रोड से हटाया जाकर अन्यत्र डिस्पोज ऑफ किया जायेगा और रोड साफ की जायेगी।
15. इंजीनियर-इन-चार्ज के द्वारा डिजाइन एवं ड्राईंग की स्वीकृति दिये जाने के उपरान्त कार्य स्थल पर कार्य प्रारम्भ करने के पूर्व डिजाइन एवं ड्राईंग के अनुसार कार्य सम्पादित कराये जाने एवं कार्य की गुणवत्ता सुनिश्चित करने के लिये 01 स्नातक इंजीनियर (जिसके पास सिविल इंजीनियरिंग में स्नातक डिग्री एवं कम से कम 02 वर्ष का कार्य अनुभव होना अनिवार्य है) अथवा 01 डिप्लोमा होल्डर इंजीनियर (जिसके पास सिविल इंजीनियरिंग में डिप्लोमा एवं कम से कम 05 वर्ष का कार्य अनुभव होना अनिवार्य है) तथा कम से कम 02 सुपरवाइजर (जिसके पास

- किसी भी विषय में स्नातक की डिग्री एवं सिविल वर्क का सुपरविजन करने का कम से कम 02 वर्ष का कार्य अनुभव होना अनिवार्य है) नियुक्त किया जायेगा।
- 15.1 निविदाकार के द्वारा इंजीनियर एवं सुपरवाइजर तैनात करने के उपरान्त उनके नाम, उनकी शैक्षणिक योग्यता, कार्य अनुभव व मोबाइल नम्बर की जानकारी लिखित में इंजीनियर-इन-चार्ज को दी जायेगी।
- 15.2 निविदाकार के द्वारा कार्य स्थल पर कार्य प्रारम्भ करने के पूर्व इंजीनियर नियुक्त नहीं करने पर धनराशि 20000.00 रुपये (बीस हजार) प्रतिमाह के मान से तथा सुपरवाइजर नियुक्त नहीं करने पर धनराशि 12000.00 रुपये (बारह हजार) प्रतिमाह के मान से निविदाकार के चल देयक से कटौता किया जायेगा और कटौता की गई धनराशि निविदाकार को वापस नहीं की जायेगी।
- 15.3 निविदाकार के द्वारा इंजीनियर एवं सुपरवाइजर नियुक्त नहीं किये जाने पर इंजीनियर-इन-चार्ज के द्वारा नगर पालिक निगम, ग्वालियर के स्तर से इंजीनियर एवं प्रत्येक कार्य स्थल (जिन पर निविदाकार के द्वारा कार्य प्रारम्भ कर दिया गया है) पर सुपरवाइजर तैनात किये जा सकेंगे और उल्लेखित स्थिति में निविदाकार के चल देयक से इंजीनियर एवं सुपरवाइजर नियुक्त नहीं करने हेतु निविदा में निहित प्रावधान के अनुसार वांछित धनराशि का कटौता किया जायेगा।
- 15.6 निविदाकार के द्वारा तैनात इंजीनियर, सुपरवाइजर एवं लेबर की कार्य प्रणाली तथा व्यवहार के सम्बन्ध में नगर पालिक निगम, ग्वालियर के किसी भी प्राधिकारी के द्वारा निविदाकार (प्रोपराइटर/अन्य सक्षम प्राधिकारी) को सूचित किये जाने पर इंजीनियर, सुपरवाइजर एवं लेबर को हटाया जाना और उसके स्थान पर अन्य किसी उपयुक्त व्यक्ति को अधिकतम 07 (सात) दिवस में कार्य स्थल पर तैनात किया जायेगा।
16. निविदाकार के द्वारा प्रत्येक स्थल पर सीवरेज नेटवर्क बिछाये जाने का कार्य किये जाने में रोड काटने में रोड कटर का उपयोग किया जाना बन्धनकारी है।
17. स्वीकृत डिजाइन एवं ड्राईंग के अनुसार 1.5 मीटर से अधिक गहराई में सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च में कार्य किये जाने के दौरान ट्रेन्च की दीवार की मिट्टी टूटने अथवा धसकने से ट्रेन्च में मिट्टी नीचे गिरने से ट्रेन्च में नीचे कार्य करने वाले स्टाफ की सुरक्षा की दृष्टि से ट्रेन्च की दोनों दीवार पर लकड़ी व अन्य मटेरियल के पट्टे एवं बल्ली लगाकर कार्य करना अनिवार्य है। उल्लेखित कार्य करने के लिये पृथक से भुगतान देय नहीं है।
- 17.1 ट्रेन्च में सीवरेज नेटवर्क बिछाये जाने के उपरान्त रिफिलिंग किये जाने में ट्रेन्च में लगाये गये लकड़ी एवं अन्य मटेरियल के पट्टे व बल्ली को ट्रेन्च से बाहर नहीं

निकाले जा सकने की स्थिति परिलक्षित होने पर निविदाकार को कोई भुगतान नहीं किया जायेगा।

18. कार्य स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च में से निकली मिट्टी सीवरेज नेटवर्क बिछाये जाने के उपरान्त निविदाकार के द्वारा ट्रेन्च में रिफिलिंग किये जाने हेतु किये गये कार्य की आंकलित धनराशि की 50 प्रतिशत धनराशि का भुगतान चल देयक में किया जायेगा एवं शेष 50 प्रतिशत धनराशि का भुगतान सम्बन्धित कार्य स्थल पर रोड का रेस्टोरेशन किये जाने के पश्चात किया जायेगा।
19. कार्य स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च से निकली मिट्टी को सीवरेज नेटवर्क बिछाये जाने के उपरान्त निविदाकार के द्वारा ट्रेन्च में रिफिलिंग किया जायेगा और शेष बची मिट्टी (सरप्लस मटेरियल) को कार्य स्थल से ग्वालियर शिन्डे की छावनी, कटी घाटी, पार्क के पीछे गड्ढे में फेंका/डिस्पोज ऑफ किया जायेगा अथवा कार्य स्थल के समीप सरप्लस मटेरियल डाले जाने की आवश्यकता होने अथवा डाले जाने की स्थिति होने पर उपयंत्री एवं सहायक यंत्री, नगर पालिक निगम, ग्वालियर के द्वारा बताये गये स्थल पर परिवहन कर डिस्पोज ऑफ किया जायेगा/फेंका जायेगा। सरप्लस मटेरियल को कार्य स्थल से परिवहन कर अन्य स्थल पर डिस्पोज ऑफ किये जाने के लिये निविदा की बी.ओ.क्यू में सम्मिलित आयटम की दर पर निविदा की स्वीकृत दर लागू कर आंकलित दर के मान से निविदाकार को भुगतान किया जायेगा।
- 19.1 किसी कार्य स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च से निकली मिट्टी ट्रेन्च में रिफिलिंग करने के लिये उपयुक्त नहीं होने अर्थात् मिट्टी में बोल्डर, पत्थर अथवा अन्य मटेरियल के टुकड़े होने पर अन्य स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च में रिफिलिंग करने के उपरान्त शेष बची उपयुक्त मिट्टी, जिसमें बोल्डर, पत्थर व अन्य मटेरियल मिश्रित नहीं है, को अन्य कार्य स्थल से परिवहन कर रिफिलिंग हेतु लाया जायेगा और परिवहन कर लायी गयी उपयुक्त मिट्टी से ट्रेन्च में रिफिलिंग की जायेगी। एक स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च से निकली मिट्टी ट्रेन्च में रिफिलिंग करने हेतु उपयुक्त नहीं होने पर अन्य स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च से निकली उपयुक्त मिट्टी को परिवहन कर रिफिलिंग हेतु लाये जाने के कार्य के लिये निविदाकार को कोई भुगतान नहीं किया जायेगा। अर्थात् एक स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च में रिफिलिंग हेतु अन्य स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये खोदी गई ट्रेन्च से निकली मिट्टी को परिवहन कर लाये जाने का कार्य करने के लिये

अतिरिक्त भुगतान नहीं किया जायेगा।

- 19.2 किसी स्थल पर सीवरेज नेटवर्क बिछाये जाने हेतु ट्रेन्च से निकली मिट्टी उपयुक्त नहीं होने पर अन्य स्थल पर खोदी गई ट्रेन्च से उपयुक्त मिट्टी परिवहन कर ट्रेन्च में रिफिलिंग कर लाये जाने पर ट्रेन्च से निकली अनउपयुक्त मिट्टी (जो ट्रेन्च में रिफिलिंग करने हेतु उपयुक्त नहीं है) तथा दूसरे स्थल से लायी गयी मिट्टी में से उपयोग किये जाने के बाद शेष बची मिट्टी अर्थात् कुल सरप्लस मिट्टी/मटेरियल को कार्य स्थल से ऊपर निर्धारित स्थल पर परिवहन किया जाकर डिस्पॉज ऑफ किया जायेगा और फेंका जायेगा। निविदाकार के द्वारा उक्त किये जाने वाले कार्य के लिये निविदा की बी.ओ.क्यू. में सम्मिलित आयटम की दर पर स्वीकृत निविदा की दर लागू कर आंकलित दर के मान से परिवहन किये गये मटेरियल की मात्रा के लिये परिवहन की दूरी के दृष्टिगत निविदाकार को भुगतान किया जायेगा।
20. निविदाकार के द्वारा कार्य किये जाने के दौरान शासकीय/निगम व सार्वजनिक अथवा निजी सम्पत्ति को क्षति कारित होने एवं किसी की जन हानि होने पर सभी तरह की क्षति पूर्ति व अन्य अपराधिक कार्रवाईयों के लिये सम्पूर्ण जिम्मेदारी निविदाकार (प्रोपराइटर अथवा विधिक प्राधिकारीगण) की होगी। दुर्घटना/क्षति/जन हानि के लिये नगर पालिक निगम, ग्वालियर एवं कार्य कराये जाने के लिये नगर पालिक निगम, ग्वालियर के स्तर से संबद्ध अधिकारीगण एवं कर्मचारीगण का कोई उत्तरदायित्व नहीं होगा और ना ही कोई जिम्मेदारी होगी।
21. निविदाकार के द्वारा नियुक्त लेबर एवं अन्य व्यक्तियों में से किसी भी व्यक्ति की कार्य कराये जाने के दौरान दुर्घटना घटित होने से मृत्यु होने अथवा लेबर/स्टाफ को कोई क्षति कारित होने पर सम्पूर्ण जिम्मेदारी निविदाकार (प्रोपराइटर अथवा विधिक प्राधिकारीगण) की होगी। नगर पालिक निगम, ग्वालियर एवं कार्य कराये जाने के लिये नगर पालिक निगम, ग्वालियर के स्तर से संबद्ध अधिकारीगण एवं कर्मचारीगण का कोई उत्तरदायित्व नहीं होगा और ना ही कोई जिम्मेदारी होगी।
22. निविदाकार की लेबर व अन्य स्टाफ के द्वारा नशे की हालत में कार्य नहीं किया जायेगा। नशे की हालत में कार्य किये जाने पर लेबर/स्टाफ को क्षति कारित होने तथा शासकीय/निगम/सार्वजनिक/निजी सम्पत्ति को क्षतिकारित होने की स्थिति में निविदाकार एवं निविदाकार की लेबर व स्टाफ की सम्पूर्ण जिम्मेदारी निर्धारित होगी। इस हेतु नगर पालिक निगम, ग्वालियर स्तर से संबद्ध अधिकारीगण एवं कर्मचारीगण का कोई दायित्व नहीं होगा और ना ही कोई जिम्मेदारी होगी।
23. निविदाकार के द्वारा कार्य कराये जाने के लिये नियुक्त इंजीनियर, सुपरवाइजर, लेबर/स्टाफ को कार्य स्थल पर नियमानुसार वांछित सुविधाएँ उपलब्ध कराई

जायेंगी। वांछित सुविधाएँ उपलब्ध नहीं कराये जाने पर घटित होने वाली दुर्घटना एवं अन्य के लिये विधि के प्रावधान के अनुसार समस्त जिम्मेदारी निविदाकार की होगी।

24. निविदाकार के द्वारा निविदा में शामिल कार्य दक्ष इंजीनियर, सुपरवाइजर व लेबर से कराया जायेगा तथा कार्य कराये जाने के लिये दक्ष मेन पावर, मशीनरी तथा अन्य सभी संसाधन की व्यवस्था की जायेगी।
25. निविदाकार के द्वारा विभिन्न स्थल पर कार्य किये जाने के दौरान सभी तरह की सुरक्षा की व्यवस्था रखना अनिवार्य है। कार्य स्थल पर बेरीकेटिंग करना एवं कार्य प्रगति पर है, की सूचना चमकने वाले कलर से बोर्ड पर लेख कर प्रदर्शित करना अनिवार्य है। सुरक्षा में चूक होने पर घटित होने वाली घटना की सम्पूर्ण विधिक जिम्मेदारी निविदाकार की होगी।
26. किसी स्थल पर कार्य शीघ्र पूर्ण करने की आवश्यकता होने पर निविदाकार के द्वारा रात्रिकालीन में सहायक यंत्री अथवा इंजीनियर-इन-चार्ज की अनुमति से कार्य किया जा सकेगा। किन्तु इस स्थिति में कार्य कार्यस्थल पर कार्य प्रगति पर है, की सूचना चमकने वाले कलर के साइन बोर्ड से निरन्तर प्रदर्शित करना अनिवार्य है ताकि दूर से कार्य स्थल पर कार्य किये जाने की जानकारी प्रदर्शित हो सके और दुर्घटना को टाला जा सके। रात्रिकालीन में कार्य किये जाने की स्थिति में सुरक्षा एवं दुर्घटना की समस्त जिम्मेदारी निविदाकार की होगी।
27. निविदाकार के द्वारा विभिन्न चल देयक एवं अन्तिम देयक के साथ प्रत्येक कार्य स्थल के कार्य प्रारम्भ करने के पहले, कार्य (सीवरेज नेटवर्क बिछाये जाने में खुदाई, बेडिंग, सीवर लेईंग, मेन होल निर्माण एवं अन्य कार्य) किये जाने के दौरान एवं कार्य पूर्ण होने के पश्चात स्थल के पोस्ट कार्ड साइज के प्रत्येक आयटम के किये गये कार्य के कम से कम 02-02 कलर फोटो, जिसमें खुदाई, बेडिंग, सीवर बिछाने, मेन होल निर्माण, रोड रेस्टोरेशन इत्यादि कार्य प्रदर्शित हों, प्रस्तुत करना अनिवार्य है। कलर फोटो प्रस्तुत नहीं किये जाने पर अन्तिम देयक का भुगतान नहीं किया जायेगा।
28. **Bill of Quantities** में शामिल विभिन्न कार्य के वर्णित स्पेशिफिकेशन्स से भिन्न स्पेशिफिकेशन्स के किये गये कार्य के लिये कोई भुगतान नहीं किया जायेगा।
29. सशर्त निविदा मान्य नहीं होगी।
30. बाल श्रमिक से कार्य नहीं कराया जायेगा।
31. निविदा की **Bill of Quantities** में सम्मिलित कार्यों में उपयोग की जाने वाली निर्माण सामग्री (गिट्टी व रेत) की मात्रा के लिये मध्यप्रदेश शासन, खनिज विभाग,



- के द्वारा निर्धारित रॉयल्टी की धनराशि का कटौती देयक से किया जाकर रॉयल्टी की धनराशि सम्बन्धित विभाग में नगर पालिक निगम, ग्वालियर द्वारा जमा कराई जायेगी। निविदाकार के द्वारा निर्माण सामग्री रॉयल्टी की धनराशि का भुगतान कर किये जाने का साक्ष्य (रसीद/बिल) प्रस्तुत किये जाने पर साक्ष्य का परीक्षण कराया जायेगा और पुष्टि होने पर निर्माण सामग्री की रॉयल्टी की धनराशि निविदाकार के देयक से नहीं काटी जायेगी।
32. मध्यप्रदेश शासन, केन्द्र शासन/अन्य सम्बन्धित विभाग के द्वारा लेबर से सम्बन्धित जारी निर्देश, लागू अधिनियम एवं नियम के प्रावधानों तथा भविष्य में जारी होने वाले निर्देश, अधिनियम एवं नियम के प्रावधानों का निविदाकार के द्वारा पालन किया जाना बन्धनकारी है।
33. एक से अधिक निविदाकार की न्यूनतम दर एक समान अर्थात् बराबर होने की स्थिति में न्यूनतम निविदाकार (एल-1) उसे मान्य किया जायेगा, जिसका वित्तीय वर्ष 2024-2025 में टर्नओवर अधिक होगा।
34. निविदाकार के द्वारा अनुबन्ध की धनराशि का कार्य पूर्ण करने की दिनांक से किये गये कार्य के लिये डिफेक्ट लायबिलिटी पीरियड 01 वर्ष (365 दिवस) निर्धारित है।
- 34.1 निविदा में निहित प्रावधान के अनुसार अतिरिक्त धनराशि का कार्य कराये जाने पर अतिरिक्त कार्य पूर्ण करने की दिनांक से किये गये अतिरिक्त कार्य के लिये डिफेक्ट लायबिलिटी पीरियड 01 वर्ष (365 दिवस) निर्धारित है।
35. डिफेक्ट लायबिलिटी पीरियड में निविदाकार के द्वारा निम्नलिखित कार्य करना बन्धनकारी है और जिसके लिये निविदाकार को कोई भुगतान नहीं किया जायगा।
- i. बिछाये गये सीवरेज नेटवर्क में से किसी स्थल पर सीवरेज नेटवर्क के चौक हो जाने की सूचना निविदाकार को दिये जाने अथवा किसी भी स्रोत से निविदाकार को सूचना प्राप्त होने की दिनांक से आगामी 12 घंटा की अवधि में स्थल पर सीवरेज नेटवर्क की सफाई किये जाने का कार्य प्रारम्भ कर सीवरेज नेटवर्क में सीवेज के फ्लो में व्याप्त व्यवधान का निराकरण किया जायेगा तथा सीवरेज नेटवर्क की सफाई किये जाने में निकलने वाले मटेरियल को ग्वालियर शिन्डे की छावनी, कटी घाटी, पार्क के पीछे स्थित गड्डे में अथवा इंजीनियर-इन-चार्ज के द्वारा नगर पालिक निगम, ग्वालियर की सीमा में बताये जाने वाले स्थल पर परिवहन कर डिस्पॉज ऑफ किया जायेगा/फेंका जायेगा। समस्या का निराकरण किये जाने के उपरान्त सम्माननीय जन प्रतिनिधि, शिकायतकर्ता

एवं नगर पालिक निगम, ग्वालियर के सम्बन्धित प्राधिकारी को सूचित किया जायेगा।

- ii. निर्मित किये गये मेंन होल के टूटने अथवा धसकने अथवा अन्य कारण से मेंन होल में क्षति कारित होने की सूचना निविदाकार को दिये जाने की दिनांक के समय से अथवा निविदाकार को किसी भी स्रोत से प्राप्त होने की दिनांक के समय से अधिकतम 24 घंटा में स्थल पर कार्य प्रारम्भ किया जाकर मेंन होल की मरम्मत का कार्य प्रारम्भ कर अधिकतम 48 घंटा में कार्य पूर्ण किया जायेगा तथा स्थल पर निकले मटेरियल को ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ किया जायेगा/फैंका जायेगा। समस्या का निराकरण करने के उपरान्त सम्माननीय जन प्रतिनिधि, शिकायतकर्ता एवं नगर पालिक निगम, ग्वालियर के सम्बन्धित प्राधिकारी को सूचित किया जायेगा।
- iii. निर्मित किये गये हाउस सर्विस कनेक्शन चैम्बर के टूटने अथवा धसकने अथवा अन्य कारण से हाउस सर्विस कनेक्शन चैम्बर में क्षति कारित होने की सूचना निविदाकार को दिये जाने पर अथवा निविदाकार को किसी भी स्रोत से प्राप्त होने पर सूचना प्राप्त होने के समय से आगामी 24 घंटा में कार्य प्रारम्भ किया जाकर आगामी 48 घंटा में हाउस सर्विस कनेक्शन चैम्बर की मरम्मत का कार्य पूर्ण किया जायेगा तथा स्थल पर निकले मटेरियल को ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ किया जायेगा/फैंका जायेगा। समस्या का निराकरण करने के उपरान्त सम्माननीय जन प्रतिनिधि, शिकायतकर्ता एवं नगर पालिक निगम, ग्वालियर के सम्बन्धित प्राधिकारी को सूचित किया जायेगा।
- iv. मेंन होल एवं हाउस सर्विस कनेक्शन चैम्बर पर स्थापित चैम्बर की फ्रेम एवं कवर के टूट जाने की सूचना निविदाकार को दिये जाने अथवा निविदाकार को किसी भी स्रोत से प्राप्त होने के उपरान्त अधिकतम 24 घंटा में स्थल पर फ्रेम कवर बदला जायेगा तथा टूटे फ्रेम एवं कवर के कंसट्रक्शन मटेरियल को ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ किया जायेगा/फैंका जायेगा। समस्या का निराकरण करने के उपरान्त सम्माननीय जन प्रतिनिधि, शिकायतकर्ता एवं नगर पालिक निगम, ग्वालियर के सम्बन्धित प्राधिकारी को सूचित किया जायेगा।
- v. रेस्टोर्ड की गई रोड के धसकने की सूचना निविदाकार को दिये जाने अथवा निविदाकार को किसी भी स्रोत से प्राप्त होने के उपरान्त 24 घंटा

में स्थल पर रोड की मरम्मत करने का कार्य प्रारम्भ किया जाकर अधिकतम 05 (पाँच) दिवस में मरम्मत का कार्य पूर्ण किया जायेगा। रोड की मरम्मत किये जाने के परिणामस्वरूप स्थल पर निकले मटेरियल को ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ किया जायेगा/फैंका जायेगा। रोड की मरम्मत का कार्य पूर्ण होने के उपरान्त सम्माननीय जन प्रतिनिधि, शिकायतकर्ता एवं नगर पालिक निगम, ग्वालियर के सम्बन्धित प्राधिकारी को सूचित किया जायेगा।

- vi. माननीय मुख्यमंत्री, मध्यप्रदेश शासन एवं महापौर हेल्प लाइन में इस निविदा के अन्तर्गत बिछाये गये सीवरेज नेटवर्क से सम्बन्धित शिकायत प्राप्त होने पर निविदाकार के द्वारा शिकायत का निराकरण किया जायेगा और शिकायतकर्ता को संतुष्ट कर शिकायत समाप्त करायी जायेगी। अन्य किसी प्राधिकारी अथवा आयोजित मीटिंग में इस निविदा के अन्तर्गत बिछाये गये सीवरेज नेटवर्क के सम्बन्ध में शिकायत प्राप्त होने पर निविदाकार के द्वारा शिकायत का निराकरण किया जाकर रिपोर्ट प्रस्तुत की जायेगी।
36. परफोरमेन्स गारण्टी की धनराशि कार्य पूर्ण होने पर इंजीनियर-इन-चार्ज के द्वारा कम्प्लीशन सर्टिफिकेट जारी किये जाने के उपरान्त निविदाकार को वापस/भुगतान की जायेगी। सुरक्षानिधि की धनराशि डिफेक्ट लायबिलटी पीरियेड पूर्ण होने के उपरान्त निविदाकार को भुगतान की जायेगी।
37. निविदाकार के द्वारा डिजाइन एवं ड्राईंग की स्वीकृति के उपरान्त निर्धारित समयावधि में कार्य स्थल पर कार्य प्रारम्भ नहीं किये जाने और कार्य शीघ्र प्रारम्भ कर पूर्ण किये जाने की आवश्यकता होने पर इंजीनियर-इन-चार्ज के द्वारा निविदाकार को कार्य प्रारम्भ करने के लिये नोटिस जारी किया जायेगा और नोटिस की दिनांक से दिनांक से अगामी 10 (दस) दिवस में कार्य प्रारम्भ नहीं किये जाने की स्थिति में आयुक्त, नगर पालिक निगम, ग्वालियर के द्वारा स्वीकृत निविदा के लिये सम्पादित अनुबन्ध निरस्त किये बगैर निविदा की स्वीकृत दर से 05 (पाँच) प्रतिशत अधिक दर पर अन्य ठेकेदार से निविदा में निहित प्रावधान के अनुसार कराये जा सकेंगे और अन्य ठेकेदार से कार्य कराये जाने की स्थिति में अतिरिक्त व्यय की जाने वाली 05 प्रतिशत धनराशि का निविदाकार के देयक से कटौती किया जायेगा। उक्त धनराशि का समायोजन निविदाकार के देयक से नहीं होने पर निविदाकार की परफोरमेन्स गारण्टी की धनराशि एवं चल देयक से कटौती की गई सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।

- 37.1 निविदा की स्वीकृत दर से 05 प्रतिशत अधिक दर पर कार्य कराये जाने की परिस्थिति निर्मित होने पर अन्य ठेकेदार का चयन निम्नानुसार किया जायेगा
- i. निविदा में प्रथम न्यूनतम दर प्रस्तुतकर्ता निविदाकार (जिसकी निविदा स्वीकृत की गई है और कार्य करने के लिये अनुबन्ध सम्पादित किया गया है) के अतिरिक्त निविदा में भागीदारी करने वाले अन्य निविदाकारों से प्राथमिकता पर सहमति प्राप्त की जायेगी और सहमति प्राप्त होने पर सम्बन्धित निविदाकार से कराये जाने वाले कार्य की आंकलित धनराशि के लिये वांछित मूल्य के भारतीय गैर न्यायिक स्टाम्प पर अनुबन्ध सम्पादित किया जायेगा। इस हेतु चयनित निविदाकार के द्वारा स्टाम्प प्रस्तुत किये जायेंगे, जिसका भुगतान देय नहीं है।
  - ii. निविदा में प्रथम न्यूनतम दर प्रस्तुतकर्ता निविदाकार (जिसकी निविदा स्वीकृत की गई है और कार्य करने के लिये अनुबन्ध सम्पादित किया गया है) के अतिरिक्त निविदा में भागीदारी करने वाले अन्य निविदाकारों के द्वारा सहमति नहीं दिये जाने पर नगर पालिक निगम, ग्वालियर के अन्तर्गत कार्य कर रहे विभिन्न ठेकेदारों, जिन्हें सीवरेज नेटवर्क डालने का अनुभव है, से कार्य करने के लिये सहमति प्राप्त करने हेतु कार्यालय आयुक्त, नगर पालिक निगम, ग्वालियर के नोटिस बोर्ड पर सूचना प्रदर्शित की जायेगी।
  - iii. 01 से अधिक ठेकेदार के द्वारा सहमति पत्र दिये जाने पर उस ठेकेदार को कार्य करने के लिये चयनित किया जायेगा, जिस ठेकेदार का वित्तीय वर्ष 2024–2025 में टर्नओवर अधिक होगा।
  - iv. एक से अधिक निविदाकार के द्वारा 05 प्रतिशत अनुबन्ध की दर से अधिक दर पर कार्य करने के लिये सहमति दिये जाने पर कार्य की मात्रा के अनुसार 01 से अधिक निविदाकार का चयन किया जाकर कार्य कराया जा सकेगा।
  - v. अन्य ठेकेदार के चयन करने की प्रक्रिया में अनुबन्धित निविदाकार की सलाह मान्य नहीं होगी।
- 37.2 अन्य ठेकेदार से निविदा के स्कॉप ऑफ वर्क में सम्मिलित कार्य इस निविदा की स्वीकृत धनराशि की 50 प्रतिशत धनराशि से अधिक धनराशि के कार्य कराये जाने की स्थिति में इस निविदा के लिये सम्पादित अनुबन्ध निरस्त किया जा सकेगा तथा निविदाकार को नगर पालिक निगम, ग्वालियर के अन्तर्गत किसी भी शाखा के द्वारा आगामी तीन वित्तीय वर्ष 2026–2027, 2027–2028 एवं

2028-2029 में जारी होने वाली निविदा में भागीदारी करने से प्रतिबन्धित किया जायेगा।

38. **नॉन प्रेशर (एन.पी. 04) आर.सी.सी. पाइप :**

38.1 नॉन प्रेशर (एन.पी. 04) आर.सी.सी. पाइप की गुणवत्ता का परीक्षण थर्ड पार्टी इंस्पेक्शन से फैक्ट्री साइट पर कराये जाने के उपरान्त पाइप की गुणवत्ता उपयुक्त होना सुनिश्चित किये जाने के उपरान्त पाइप कय किया जाकर उपयोग किया जायेगा और थर्ड पार्टी के द्वारा फैक्ट्री साइट पर किये गये परीक्षण की रिपोर्ट इंजीनियर-इन-चार्ज को प्रस्तुत की जायेगी। ख्यातिनाम थर्ड पार्टी- एस. जी.एस. इंडिया प्रायवेट लिमिटेड, टी.यू.व्ही. इंडिया प्रायवेट लिमिटेड, ब्यूरो व्हेरीटास इंडिया प्रायवेट लिमिटेड इत्यादि से थर्ड पार्टी इंस्पेक्शन कराया जायेगा। थर्ड पार्टी इंस्पेक्शन के लिये वांछित धनराशि निविदाकार के द्वारा व्यय की जायेगी। नगर पालिक निगम, ग्वालियर के द्वारा निविदाकार को थर्ड पार्टी इंस्पेक्शन के लिये कोई भुगतान नहीं किया जायेगा।

38.2 बिना थर्ड पार्टी इंस्पेक्शन कराये कय किये गये नॉन प्रेशर (एन.पी. 04) आर.सी.सी. पाइप का सीवरेज नेटवर्क बिछाये जाने में उपयोग किये जाने पर निविदाकार को नॉन प्रेशर (एन.पी. 04) आर.सी.सी. पाइप का भुगतान नहीं किया जायेगा।

39. **डी.डब्ल्यू.सी. पाइप**

39.1 डी.डब्ल्यू.सी. पाइप की गुणवत्ता का परीक्षण थर्ड पार्टी इंस्पेक्शन से फैक्ट्री साइट पर कराये जाने के उपरान्त पाइप की गुणवत्ता सुनिश्चित होने पर ही पाइप कय किया जाकर उपयोग किया जायेगा और थर्ड पार्टी के द्वारा फैक्ट्री साइट पर किये गये परीक्षण की रिपोर्ट इंजीनियर-इन-चार्ज को प्रस्तुत की जायेगी। ख्यातिनाम थर्ड पार्टी- जैसे सेन्ट्रल इंस्टीट्यूट ऑफ पेट्रोकेमिकल इंजीनियरिंग एण्ड टेक्नोलॉजी, सेक्टर-जी, जे.के. रोड, मीनाल रेसीडेन्सी, भोपाल, मध्यप्रदेश-462023, एस.जी.एस. इंडिया प्रायवेट लिमिटेड, टी.यू.व्ही. इंडिया प्रायवेट लिमिटेड, ब्यूरो व्हेरीटास इंडिया प्रायवेट लिमिटेड इत्यादि से थर्ड पार्टी इंस्पेक्शन कराया जायेगा। थर्ड पार्टी इंस्पेक्शन के लिये वांछित धनराशि निविदाकार के द्वारा व्यय की जायेगी। नगर पालिक निगम, ग्वालियर के द्वारा निविदाकार को थर्ड पार्टी इंस्पेक्शन के लिये कोई भुगतान नहीं किया जायेगा।

39.2 बिना थर्ड पार्टी इंस्पेक्शन कराये कय किये गये डी. डब्ल्यू. सी. पाइप का उपयोग सीवरेज नेटवर्क बिछाये जाने में किये जाने पर निविदाकार को डी.डब्ल्यू. सी. पाइप का भुगतान नहीं किया जायेगा।

40. **सीमेन्ट :** उपयुक्त गुणवत्ता के सीमेन्ट, ब्रिक, रेत व गिट्टी का उपयोग निर्माण

कार्य में किया जायेगा। सीमेन्ट व ब्रिक के मेक तथा रेत व गिट्टी की क्वाॅरी का निर्धारण कार्य प्रारम्भ करने के पूर्व उल्लेखित मटेरियल के निविदा में निहित प्रावधान के अनुसार परीक्षण कराया जायेगा और परीक्षण रिपोर्ट के आधार पर मटेरियल के मेक एवं क्वाॅरी का निर्धारण किया जायेगा। कार्य में उपयुक्त ब्रिक, गिट्टी एवं सीमेन्ट की निरन्तर उपलब्धता होने के दृष्टिगत एक से अधिक ब्रिक एवं सीमेन्ट के निर्माता के मेक के सेम्पल का परीक्षण कराया जाना तथा एक से अधिक क्रेशर की गिट्टी का परीक्षण कराया जाना अनिवार्य है। इसी प्रकार रेत कय करने के लिये एक से अधिक क्वाॅरी अथवा विक्रेता का चयन कर रेत के सेम्पल लेकर निविदाकार के द्वारा परीक्षण कराया जायेगा। परीक्षण रिपोर्ट इंजीनियर-इन-चार्ज को प्रस्तुत की जायेगी। परीक्षण रिपोर्ट के आधार पर निर्माण में उपयोग करने हेतु मटेरियल के निर्धारित मेक से भिन्न मेक के मटेरियल का उपयोग नहीं किया जायेगा। भिन्न मेक एवं क्वाॅरी के मटेरियल को उपयोग किये जाने की परिस्थिति निर्मित होने पर भिन्न मेक एवं क्वाॅरी के मटेरियल का परीक्षण कराया जाकर परीक्षण रिपोर्ट इंजीनियर-इन-चार्ज को प्रस्तुत की जायेगी और तदोपरान्त रिपोर्ट में वर्णित मेक एवं क्वाॅरी के मटेरियल का उपयोग किया जायेगा।

#### 41. पैनल्टी

##### 41.1 कार्य सम्पादित किये जाने के दौरान

##### अ. एल.डी. (Liquidated Damages)

- i. निविदाकार के स्तर से कार्य पूर्ण करने में होने वाले विलम्ब के दिवस के लिये अनुबन्ध की निर्धारित धनराशि की 0.0555% (पोइन्ट जीरो फाइव फाइव फाइव प्रतिशत) प्रति दिवस के मान से एल.डी. की धनराशि अधिरोपित की जायेगी और निविदाकार के देयक से एल.डी. की आंकलित धनराशि का कटौती किया जायेगा। एल.डी. की धनराशि की गणना अन्तिम देयक का भुगतान करने के पूर्व की जायेगी।
- ii. नगर पालिक निगम, ग्वालियर के द्वारा कार्य पूर्ण करने की समयावधि में कार्य कार्य स्थल की सूची उपलब्ध नहीं कराये जाने अथवा कार्य पूर्ण करने में नगर पालिक निगम, ग्वालियर के स्तर से अन्य कारण से होने वाले विलम्ब के दिवस के लिये निविदाकार पर **एल.डी.** अधिरोपित नहीं की जायेगी। नगर पालिक निगम, ग्वालियर के स्तर से कार्य पूर्ण करने में होने वाले विलम्ब के दिवस के लिये

कार्य पूर्ण करने की समयावधि बिना एल.डी. अधिरोपित किये बढ़ायी जायेगी।

**ब. पैनल्टी :** कार्य सम्पादित किये जाने में निविदाकार के स्तर से टेण्डर डोक्युमेन्ट में निहित प्रावधान का उल्लंघन करने एवं वांछित कार्रवाई नहीं करने पर निम्नानुसार एल.डी. के अतिरिक्त पैनल्टी अधिरोपित की जायेगी।

- i. निविदाकार के द्वारा खोदी गई ट्रेन्च में सीवरेज नेटवर्क बिछाये जाने के उपरान्त की गई रिफिलिंग के पश्चात शेष बची मिट्टी (सरप्लस मटेरियल) कार्य स्थल से अधिकतम 03 (तीन) दिवस में परिवहन कर टेन्डर डोक्युमेन्ट में प्रावधानित स्थल पर डिस्पोज ऑफ किया जायेगा/फैंका जायेगा। 03 (तीन) दिवस में कार्य स्थल पर जनित (सरप्लस मटेरियल) को परिवहन कर डिस्पोज ऑफ नहीं किये जाने पर प्रति दिवस (24 घंटा) के विलम्ब हेतु धनराशि 1000.00 रुपये के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि निविदाकार के देयक से कटौती की जायेगी।
- ii. सीवरेज नेटवर्क के कंडीशन असिसमेन्ट किये जाने के दौरान कार्य स्थल पर सीवरेज नेटवर्क से निकलने वाले मलबे को स्थल से 24 घंटा में परिवहन कर टेण्डर डोक्युमेन्ट में निहित स्थल पर डिस्पोज ऑफ किया जायेगा/फैंका जायेगा। निर्धारित समयावधि में मलबे को कार्य स्थल से परिवहन कर डिस्पोज ऑफ नहीं किये जाने/नहीं फैंके जाने पर प्रति दिवस के विलम्ब हेतु धनराशि 1000.00 रुपये के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि निविदाकार के देयक से कटौती की जायेगी।
- iii. निविदाकार के द्वारा कार्य स्थल पर खोदी गई ट्रेन्च में सीवरेज नेटवर्क बिछाये जाने के उपरान्त की गई रिफिलिंग के पश्चात शेष बची मिट्टी (सरप्लस मटेरियल) तथा सीवरेज नेटवर्क के कंडीशन असिसमेन्ट किये जाने में निकलने वाले मलबा को कार्य स्थल से अधिकतम 03 (तीन) दिवस में निर्धारित स्थल पर परिवहन कर डिस्पोज ऑफ नहीं किये जाने/नहीं फैंके जाने की स्थिति में नगर पालिक निगम, ग्वालियर के द्वारा सरप्लस मटेरियल को कार्य स्थल से अन्य स्थल पर डिस्पोज ऑफ किया जायेगा और इस स्थिति में धनराशि 2000.00 रुपये प्रति ट्रॉली के मान से निविदाकार के देयक से धनराशि का कटौती किया जायेगा।

- iv. किसी स्थल पर सीवरेज नेटवर्क बिछाये जाने के लिये रोड काटने में रोड कटर का उपयोग नहीं किये जाने की चिन्हित घटना के लिये धनराशि 2000.00 रुपये प्रति घटना/स्थल के मान से पैनल्टी अधिरोपित की जायेगी और निविदाकार के देयक से पैनल्टी की धनराशि का कटौती किया जायेगा।
- v. इंजीनियर-इन-चार्ज के द्वारा डिजाइन एवं ड्राईंग की स्वीकृति ऊपर निहित प्रावधान के अनुसार संस्थान से परीक्षण की गई डिजाइन एवं ड्राईंग पर दिये जाने की दिनांक से निविदाकार के द्वारा सम्बन्धित स्थल पर आगामी 05 (पाँच) दिवस में कार्य प्रारम्भ नहीं किये जाने पर निविदाकार के देयक से धनराशि 2000.00 रुपये प्रति स्थल प्रति दिवस के मान से कार्य प्रारम्भ करने में होने वाले विलम्ब के दिवस के लिये पैनल्टी अधिरोपित की जायेगी और निविदाकार के देयक से पैनल्टी की धनराशि का कटौती किया जायेगा।
- vi. इंजीनियर-इन-चार्ज से 05 (पाँच) से कम स्थल पर सीवरेज नेटवर्क बिछाये जाने की डिजाइन एवं ड्राईंग की स्वीकृति प्राप्त होने की स्थिति में सभी स्थल पर निविदाकार के द्वारा एक साथ कार्य प्रारम्भ नहीं किये जाने पर निविदाकार के देयक से कार्य प्रारम्भ करने में होने वाले विलम्ब के दिवस के लिये धनराशि 2000.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और निविदाकार के देयक से पैनल्टी की धनराशि का कटौती किया जायेगा।
- vii. निविदाकार के द्वारा कार्य करने के लिये तैनात इंजीनियर, सुपरवाइजर एवं लेबर की कार्य प्रणाली तथा व्यवहार के सम्बन्ध में नगर पालिक निगम, ग्वालियर के किसी भी प्राधिकारी के द्वारा निविदाकार (प्रोपराइटर/अन्य सक्षम प्राधिकारी) को सूचित किये जाने पर इंजीनियर, सुपरवाइजर एवं लेबर को नहीं हटाये जाने और उसके स्थान पर अन्य किसी उपयुक्त व्यक्ति को अधिकतम 7 (सात) दिवस में तैनात नहीं किये जाने की स्थिति में धनराशि 1000.00 रुपये प्रति दिवस के मान से अन्य व्यक्ति को नियुक्त किये जाने तक की अवधि के दिवस हेतु पैनल्टी अधिरोपित की जायेगी और निविदाकार के देयक से पैनल्टी की धनराशि का कटौती किया जायेगा।



- viii. स्वीकृत डिजाइन एवं ड्राईंग के अनुसार 1.5 मीटर से अधिक गहराई में सीवरेज नेटवर्क बिछाये हेतु खोदी गई ट्रेन्च की दोनों तरफ की दीवार से ट्रेन्च में मिट्टी गिर सकने की स्थिति को रोकने के लिये ट्रेन्च की दोनों तरफ की दीवार पर लकड़ी अथवा अन्य मटेरियल के पट्टे एवं बल्ली लगाकर कार्य नहीं करने की स्थिति में धनराशि 3000.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और निविदाकार के देयक से पैनल्टी की धनराशि का कटौती किया जायेगा। लकड़ी व अन्य मटेरियल को ट्रेन्च में मिट्टी गिरने से रोकने के लिये उपयोग नहीं किये जाने पर दुर्घटना घटित होने पर निविदाकार किमिनल एवं सिविल कानून के तहत समस्त विधिक कार्रवाई के लिये जिम्मेदार होगा।
- ix. निविदाकार के द्वारा विभिन्न स्थल पर कार्य किये जाने के दौरान सभी सुरक्षा की व्यवस्था नहीं करने, बेरीकेटिंग नहीं करने, कार्य प्रगति पर है, का बोर्ड नहीं लगाये जाने, रात्रिकालीन में कार्य किये जाने की स्थिति में कार्य स्थल पर कार्य प्रगति पर है, की सूचना चमकने वाले कलर के साइन बोर्ड से नहीं लगाये जाने की स्थिति में प्रति स्थल/दिवस के मान से धनराशि 2000.00 रुपये की पैनल्टी अधिरोपित की जायेगी और निविदाकार के देयक से पैनल्टी की धनराशि का कटौती किया जायेगा। कार्य स्थल पर सुरक्षा व्यवस्था नहीं किये जाने, बेरीकेटिंग व सूचना पटल नहीं लगाये जाने से आवागमन में कोई व्यवधान होने एवं दुर्घटना घटित होने पर समस्त विधिक जिम्मेदारी निविदाकार की निर्धारित होगी।
- x. निविदाकार के द्वारा विभिन्न चल देयक एवं अन्तिम देयक के साथ प्रत्येक कार्य स्थल के कार्य प्रारम्भ करने के पूर्व, कार्य (सीवरेज नेटवर्क बिछाये जाने में खुदाई, बेडिंग, सीवर लेईंग, मेन होल निर्माण एवं अन्य कार्य) सम्पादित किये जाने के दौरान एवं कार्य पूर्ण होने के पश्चात प्रत्येक आयटम के विभिन्न स्थल पर किये गये कार्य के पोस्ट कार्ड साइज के कम से कम 02-02 कलर फोटो, जिसमें खुदाई, बेडिंग, सीवर बिछाने, मेन होल निर्माण, रोड रेस्टोरेशन इत्यादि कार्य प्रदर्शित हों, प्रस्तुत नहीं किये जाने की स्थिति में प्रति चल देयक से धनराशि 5000.00 रुपये की पैनल्टी का कटौती किया जायेगा।

- xi. कच्ची/डब्ल्यू बी.एम./सी.सी./बी.टी. रोड पर सीवरेज नेटवर्क बिछाये जाने पर वातावरण में धूल के कण मिलने की स्थिति को रोकने के लिये निविदाकार के द्वारा ट्रैक्टर में पानी भरकर कार्य स्थल पर कार्य के दौरान छिड़काव किया जायेगा। अगर वातावरण में धूल के कण मिलने की चिन्हित घटना के लिये धनराशि 2000.00 प्रति घटना प्रति स्थल के मान से पैनल्टी अधिरोपित की जायेगी और निविदाकार के देयक से पैनल्टी की धनराशि का कटौती किया जायेगा।
- xii. निविदाकार के द्वारा कार्य सम्पादित किये जाने के लिये इंजीनियर एवं सुपरवाइजर की नियुक्ति नहीं किये जाने पर टेण्डर डोक्युमेन्ट में निहित प्रावधान के अनुसार निविदाकार के देयक से कटौती की जाने वाली धनराशि एल.डी. की धनराशि से पृथक है।
- स. एल.डी. की धनराशि अनुबन्ध की धनराशि की 10 प्रतिशत तक निर्धारित है। पैनल्टी की धनराशि तथा कार्य सम्पादित करने के लिये इंजीनियर एवं सुपरवाइजर की नियुक्ति नहीं किये जाने पर निविदाकार के देयक से कटौती की जाने वाली धनराशि एल.डी. की धनराशि में सम्मिलित मान्य नहीं है।

#### 41.2 डिफेक्ट लायबिलिटी पीरियड के दौरान पैनल्टी

- i. निविदाकार के द्वारा बिछाये गये सीवरेज नेटवर्क ( इस निविदा के तहत बिछाई जाने वाली मैन ट्रंक) में सीवेज का बहाव अवरुद्ध होने अथवा मैन ट्रंक चौक होने की सूचना निविदाकार को दिये जाने की दिनांक/निविदाकार को किसी भी स्रोत से प्राप्त होने की दिनांक से आगामी 12 घंटा की अवधि में स्थल पर सीवरेज नेटवर्क की सफाई किये जाने का कार्य प्रारम्भ कर सीवरेज नेटवर्क में सीवेज के फ्लो में व्याप्त व्यवधान का निराकरण नहीं किये जाने की स्थिति में धनराशि 2000.00 रुपये प्रति घटना/स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेंस गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- ii. सीवरेज नेटवर्क (इस निविदा के तहत बिछाई जाने वाली मैन ट्रंक) की सफाई किये जाने में निकलने वाले मटेरियल को कार्य स्थल से 24 घंटा में टेण्डर डोक्युमेन्ट में ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ नहीं किये जाने की स्थिति में धनराशि 1000.00 रुपये प्रति

घटना/स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।

- iii. निर्मित किये गये मेंन होल के टूटने अथवा धसकने अथवा अन्य कारण से मेंन होल क्षतिग्रस्त होने की सूचना निविदाकार को दिये जाने अथवा किसी भी स्रोत से प्राप्त होने के उपरान्त अधिकतम 24 घंटा में स्थल पर मरम्मत करने का कार्य प्रारम्भ नहीं किये जाने की स्थिति में धनराशि 1000.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- iv. मेंन होल की मरम्मत के उपरान्त स्थल पर निकले मटेरियल को कार्य स्थल से टेण्डर डोक्युमेन्ट में ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ नहीं किये जाने की स्थिति में धनराशि 500.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- v. निर्मित किये गये हाउस सर्विस कनेक्शन चैम्बर के टूटने अथवा धसकने अथवा अन्य कारण से हाउस सर्विस कनेक्शन चैम्बर में क्षति कारित होने की सूचना निविदाकार को दिये जाने की दिनांक/निविदाकार को किसी भी स्रोत से प्राप्त होने की दिनांक से अधिकतम 24 घंटा में स्थल पर मरम्मत करने का कार्य प्रारम्भ नहीं किये जाने की स्थिति में प्रति घटना/स्थल/दिवस के लिये धनराशि 1000.00 रुपये की पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- vi. हाउस सर्विस कनेक्शन चैम्बर की मरम्मत तथा स्थल पर निकले मटेरियल को टेण्डर डोक्युमेन्ट में ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ नहीं किये जाने की स्थिति में धनराशि 500.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- vii. मेंन होल एवं हाउस सर्विस कनेक्शन चैम्बर पर स्थापित चैम्बर की फ्रेम एवं कवर के टूट जाने की सूचना निविदाकार को दिये जाने अथवा निविदाकार को किसी भी स्रोत से प्राप्त होने के उपरान्त अधिकतम 24 घंटा में स्थल

पर फ्रेम एवं कवर नहीं बदले जाने की स्थिति में धनराशि 2000.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।

- viii. टूटे फ्रेम एवं कवर के कंसट्रक्शन मटेरियल को टेण्डर डोक्युमेन्ट में ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ नहीं किये जाने की स्थिति में धनराशि 500.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- ix. रेस्टोर्ड की गई रोड के धसकने की सूचना निविदाकार को दिये जाने की दिनांक/निविदाकार को किसी भी स्रोत से प्राप्त होने की दिनांक से अधिकतम 24 घंटा में स्थल पर रोड की मरम्मत करने का कार्य प्रारम्भ नहीं किये जाने की स्थिति में धनराशि 3000.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- x. रोड की मरम्मत किये जाने के परिणामस्वरूप स्थल पर निकले मटेरियल को टेण्डर डोक्युमेन्ट में ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ नहीं किये जाने की स्थिति में धनराशि 3000.00 रुपये प्रति स्थल/दिवस के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- xi. निविदाकार के द्वारा डिफेक्ट लायबिलिटी पीरियड में किये जाने वाले कार्य के दौरान कार्य स्थल पर निकलने वाली सिल्ट, कंसट्रक्शन मटेरियल, मिट्टी इत्यादि को टेण्डर डोक्युमेन्ट में ऊपर निर्धारित स्थल पर परिवहन कर डिस्पॉज ऑफ किये जाने में 24 घंटा से अधिक दिवस का विलम्ब किये जाने पर नगर पालिक निगम, ग्वालियर के द्वारा कार्य स्थल से मटेरियल को परिवहन कर डिस्पॉज ऑफ किया जायेगा और इस स्थिति में धनराशि 2000.00 रुपये प्रति ट्रेक्टर ट्रॉली/अन्य वाहन प्रति चक्कर के मान से पैनल्टी अधिरोपित की जायेगी और पैनल्टी की धनराशि का कटौती परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से किया जायेगा।
- xii. निविदाकार के द्वारा डिफेक्ट लायबिलिटी पीरियड में किये जाने वाले कार्य का सम्पादन करने में 07 (सात) दिवस से अधिक दिवस का विलम्ब किये

जाने की स्थिति में नगर पालिक निगम, ग्वालियर के द्वारा सम्बन्धित कार्य अन्य ठेकेदार से निविदा में निहित प्रावधान के तहत कराया जायेगा और इस स्थिति में वास्तविक व्यय धनराशि एवं वास्तविक व्यय धनराशि का 02 प्रतिशत अतिरिक्त धनराशि निविदाकार की परफोरमेन्स गारण्टी एवं सिक्युरिटी डिपॉजिट की धनराशि से कटौती की जायेगी।

41.3 निविदाकार के द्वारा डिफेक्ट लायबिलिटी पीरियड में कार्य नहीं किये जाने पर स्वीकृत निविदा की दर से 5 प्रतिशत अधिक दर पर नगर पालिक निगम, ग्वालियर के द्वारा अन्य ठेकेदार से कार्य कराया जायेगा और कार्य पर व्यय होने वाली धनराशि निविदाकार की सिक्युरिटी डिपॉजिट की धनराशि से वसूल की जायेगी।

42. निविदाकार के द्वारा बिछाये जाने वाले सीवरेज नेटवर्क का भुगतान निम्नानुसार किया जायेगा :

i. **सीवर :** बिछाये गये सीवरेज नेटवर्क में उपयोग किये गये सीवर की लम्बाई के लिये स्वीकृत निविदा की दर के मान से आंकलित भुगतान योग्य धनराशि की 80 प्रतिशत धनराशि का भुगतान चल देयक में किया जायेगा, 10 प्रतिशत धनराशि का भुगतान हाइड्रो टेस्टिंग का कार्य करने तथा शेष 10 प्रतिशत धनराशि का भुगतान सम्पूर्ण कार्य पूर्ण होने एवं किये गये कार्य की कमीशनिंग करने के उपरान्त किया जायेगा। किन्तु किसी भी स्थल पर बिछाये गये सीवर के हाइड्रो टेस्टिंग का कार्य पूर्ण किये जाने के पश्चात हाइड्रो टेस्टिंग के कार्य के लिये निविदाकार को भुगतान किया जायेगा। सीवरेज नेटवर्क बिछाये जाने की डिजाइन एवं ड्राईंग के कार्य का पृथक से भुगतान देय नहीं है। किन्तु डिजाइन एवं ड्राईंग तैयार किये जाने के उपरान्त सम्बन्धित स्थल पर कार्य नहीं कराये जाने की स्थिति में डिजाइन एवं ड्राईंग के अनुसार कार्य कराये जाने पर स्वीकृत निविदा की दर के मान से आंकलित धनराशि की **एक प्रतिशत** धनराशि का भुगतान निविदाकार को किया जायेगा।

ii. **मैन होल एवं हाउस कनेक्शन चैम्बर :** सम्पादित कार्य की मात्रा हेतु स्वीकृत निविदा की दर के मान से आंकलित भुगतान योग्य धनराशि की 80 प्रतिशत धनराशि का भुगतान किया जायेगा, 10 प्रतिशत धनराशि का भुगतान हाइड्रो टेस्टिंग का कार्य तथा शेष 10 प्रतिशत धनराशि का भुगतान कार्य पूर्ण होने एवं किये गये कार्य की कमीशनिंग करने के उपरान्त किया जायेगा। जिन मैन होल एवं हाउस कनेक्शन चैम्बर के हाइड्रो टेस्टिंग का कार्य पूर्ण किया जायेगा, उन सम्बन्धित मैन होल एवं

हाउस कनेक्शन चैम्बर के हाइड्रो टेस्टिंग के कार्य का निविदाकार को भुगतान किया जायेगा।

iii. **रोड रेस्टोरेशन** : सम्पादित कार्य की मात्रा हेतु स्वीकृत निविदा की दर के मान से आंकलित भुगतान योग्य धनराशि का भुगतान किया जायेगा।

43. निविदाकार के देयक से भुगतान किये जाने के समय लागू नियम के अनुसार विभिन्न शीर्ष में निर्धारित दर के मान से कटौती किया जायेगा। स्वीकृत निविदा की दर के मान से कार्य की आंकलित कुल धनराशि की 02 प्रतिशत धनराशि परफोरमेन्स गारण्टी की धनराशि एवं 05 प्रतिशत धनराशि सिक्युरिटी धनराशि के विरुद्ध निविदाकार के चल देयकों से कटौती की जायेगी। 03 प्रतिशत धनराशि बतौर परफोरमेन्स गारण्टी अनुबन्ध सम्पादित करने के समय प्रस्तुत की जायेगी।
44. वर्तमान में जी.एस.टी. की धनराशि 18 प्रतिशत के मान से निविदा के प्राक्कलन में सम्मिलित की गई है। किन्तु निविदा में सम्मिलित कार्य के स्वरूप के दृष्टिगत भुगतान किये जाने के समय जी.एस.टी. की प्रचलित/प्रभावशील दर के मान से निविदाकार को जी.एस.टी. की धनराशि का भुगतान किया जायेगा।
45. निविदाकार के द्वारा अनुबन्ध सम्पादित करने के समय नगर पालिक निगम, ग्वालियर के अन्तर्गत फर्म का ट्रेड लायसेंस प्राप्त कर प्रस्तुत किया जायेगा।
- 45.1 अनुबन्ध सम्पादित करने के समय ट्रेड लायसेंस प्रस्तुत नहीं किये जाने पर अनुबन्ध सम्पादित करने की दिनांक से आगामी 01 माह में ट्रेड लायसेंस की प्रति प्रस्तुत करना अनिवार्य है। अन्यथा धनराशि 500.00 रुपये प्रतिमाह के मान से देयक से निरन्तर ट्रेड लायसेंस की प्रति प्रस्तुत किये जाने तक कटौती किया जायेगा। ट्रेड लायसेंस की प्रति प्रस्तुत करने के उपरान्त कटौती नहीं किया जायेगा। किन्तु ट्रेड लायसेंस प्रस्तुत करने के पूर्व निविदाकार के देयक से किये गये कटौती की धनराशि वापस नहीं की जायेगी।

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

**Chapter- 1****General:**

The specifications of various works thereof shall be as follows:

- 1.0 The specifications for various materials to be used for the various work under this contract shall confirm to BIS/IS/ISO standards with upto date amendments as given below:

S. No.	BIS/BS/ISO CODE No. (YEAR)	Title
1	IS 5 (2007)	Colour for Ready Mixed Paints and Enamels
2	IS 210 (2009)	Grey Iron Castings
3	IS 269 (1989)	Specification for Ordinary Portland Cement (33 Grade)
4	IS 383 (1970)	Specification for Coarse and Fine Aggregates From Natural Sources For Concrete
5	IS 432-1 (1982)	Mild Steel and Medium Tensile steel bars and hard steel wire for concrete Reinforcement part-01 Mild Steel And Medium Tensile Steel Bars
6	IS 432-2 (1982)	Mild Steel and Medium Tensile Steel Bars and Hard Drawn Steel Wire for Concrete Reinforcement part-02 Hard Drawn Steel Wire
7	IS 455 (1989)	Portland Slag Cement
8	IS 456 (2000)	Plain and Reinforced Concrete
9	IS 457 (1957)	Code Of Practice For General Construction Of Plain And Reinforced Concrete For Dams and Other Massive Structure
10	IS 458 (2003)	Precast Concrete Pipes (With And Without Reinforcement For Cement
11	IS 516 (1959)	Method Of Tests For Strength OF Concrete
12	IS 783 (1985)	Code of Practice for Laying of Concrete Pipes
13	IS 875-1 (1987)	Code of Practice for Design loads for Buildings and Structures
14	IS 875-2 (1987)	Code of Practice for Design loads for Buildings and Structures Imposed Loads
15	IS 875-3 (1987)	Code of Practice for Design Loads for building and Structures Wind Loads
16	IS 875-4 (1987)	Code of Practice for Design Loads
17	IS 875-5 (1987)	Code of Practice for Design Loads
18	IS 1199 (1959)	Methods of sampling and analysis of concrete
19	IS 1239 Part 1 (2004)	Steel Tubes, Tubulars And other Wrought Steel Fitting
20	IS 1239 Part 2 (2011)	Steel Tubes, Tubulars And other Steel Fittings
21	IS 1343 (1980)	Code of practice for Pre-stressed Concrete
22	IS 1489-1 (1991)	specification for Portland -Pozzolana Cement
23	IS 1489-2 (1991)	specification for Portland Pozzolana Cement, Part 2 (Calcined Clay Based)
24	IS 1834 (1984)	Hot applied sealing compounds for joints in Concrete specification
25	IS 1834 (1984)	Hot applied sealing compounds for joints in Concrete specification
26	IS 1893-1 (2002)	Criteria for Earthquake Resistant Design of Structures
27	IS 1893-4 (2005)	Criteria for Earthquake Resistant Design of Structures
28	IS 2386-1 (1963)	Methods of test for aggregates for concrete
29	IS 2386-2 (1963)	Methods of test for aggregates for concrete
30	IS 2386-3 (1963)	Methods of test for aggregates for concrete
31	IS 2386-4 (1963)	Methods of test for aggregates for concrete Part 4 (Mechanical properties)
32	IS 2720-1 (1983)	Method of Tests For Soils, Part 1( Preparation of Dry soil samples for various test )
33	IS 2720-7 (1980)	Method of Tests For Soils, Part 7 (Determination of Water

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

S. No.	BIS/BS/ISO CODE No. (YEAR)	Title
		Content-Dry density relation using light compaction )
34	IS 2720-8 (1983)	Method of Tests For Soils, Part 8 (Determination of Water Content-Dry density relation using heavy compaction )
35	IS 2720-15 (1965)	Method of Tests For Soils, Part XV (Determination of Consolidation Properties)
36	IS 3370-1 (2009)	Code of Practice Concrete Structure For The Storage of Liquids, Part 1 (General Requirements)
37	IS 3370-2 (2009)	Code of Practice Concrete Structure For The Storage of Liquids, Part 2 (Reinforced Concrete Structures )
38	IS 3370-3 (1967)	Code of Practice Concrete Structure For The Storage of Liquids, Part 3 (Pre stressed Concrete Structures )
39	IS 3370-4 (1967)	Code Of Practice Concrete Structure For The Storage of Liquids, Part 4 (design tables )
40	IS 3597 (1998)	Concrete pipe (methods of test)
41	IS 3812-1 (2003)	Specification for polarized fuel Ash, part 1 for use as pozzolana in cement (Cement Mortar and Concrete )
42	IS 3812-2 (2033)	specification for pulverized Fuel Ash Part 2 For use as Admixture in Cement Mortar and Concrete)
43	IS 8112 (1989)	Specification for 43 grade ordinary Portland cement
44	EN 12201-2 (2011)	Plastics piping systems for Water Supply and for Drainage and Sewerage under pressure- Polyethylene (PE)-Part 2 : Pipes
45	IS 12330 (1988)	Specification for sulphate resisting Portland
46	IS 12269 (1987)	53 Grade Ordinary Portland cement
47	IS 12592 (2002)	Precast Concrete Manhole Cover And Frame
48	IS 16098-1 (2013)	Structured -Wall Plastics Pipe Systems For pressure drainage and sewerage
49	IS 16098-2 (2013)	Structured -Wall Plastics Pipe Systems For Non-Drainage And sewerage
50	IS 16098 PART 2 (2013)	Structured -Wall Plastics Pipe Systems For Non-Drainage And sewerage

**NOTE:** Any other BIS/IS/ISO standards as may be required will also be applicable. Quality assurance program of the manufacturer shall have to be enclosed with the detailed design and drawings.

- 1.0 The other part of the specifications for various components of the project shall be as per provisions of clauses and sub clauses of chapters of Manual on Sewerage and Sewage Treatment (Second Edition), CPHEEO Ministry of Urban Development Govt. of India

Design of Sewer	Chapter 3
Sewer Appurtenances	Chapter 4
Construction of Sewers	Chapter 7
Maintenance of Sewerage System	Chapter 8
Sewage and storm water pumping stations	Chapter 9
Basic Design Considerations	Chapter 10

**Disclaimer :** Any specifications not covered above shall be as per best Engineering practice or as directed by Engineer In Charge. In the event of any disparity between the written specifications and BIS/IS/ISO provisions, the provisions in BIS/IS/ISO shall prevail.



## **Chapter 2**

### **Providing, Laying and Jointing of Sewerage Network**

#### **1.0 Laying of Sewerage Network**

##### **1.1. Excavation for Pipe Line Trenches**

The pipe shall be laid by open excavation. Tendered rate is supposed to cover cost of all works to be performed for excavation trenches in soil, rock by manual, mechanical or blasting. Road cutters shall be used for cutting of roads.

##### **1.2. Site Clearance**

The pipe line alignment shall be cleared of all bushes, shrubs, roots, grass, weeds and if required trees, coming in the alignment of pipe line in the trench width portion. The rates for excavation shall cover all such site clearance work and no extra payment will be allowed on this account.

##### **1.3. Alignment marking**

After the work site is cleared as above, pipe line alignment with required trench width shall be marked on the ground with apex points, curves etc, as shown on the drawings or as directed by the Sub-Engineer or Assistant Engineer or Engineer-in-Charge in charge for the stretch where the work is to be started. The contractor shall provide all labour, survey instruments, and materials such as strings, pegs, nails, bamboos, stones, mortar, concrete etc. required for setting out and establishment of bench marks. The contractor shall be responsible for the maintenance of bench marks and other marks and stakes as long as they are required for the work in the opinion of the Assistant Engineer or Engineer-in-Charge.

##### **1.4. Working survey**

Working survey of the pipeline alignment shall be carried out by the contractor before start of the excavation work. The contractor shall provide all the instruments such as levelling instruments, steel tape, ranging rods, strings, pegs etc. for carrying out the survey. Based on the working survey, the alignments, L-section (depth of laying), grade, and location of manholes and inspection chambers shall be finalized and got approved from the Engineer-in-charge.

##### **1.5. Use of Machinery:**

All excavations shall be carried out by Mechanical Equipment/Machinery unless, in the opinion of the Engineer-in-Charge, the work involved and time schedule permit manual excavation.

##### **1.6 Trench Width and Depth:**

- All buried pipelines shall be minimum 1 metre +/- 0.2 metre below ground level to maintain proper grade unless other depths are approved by the Sub-Engineer or Assistant Engineer. The trench width for respective pipe diameters permissible as required under respective IS code for Pipeline laying and installation.
- The trench width shall be constant throughout the trench depth, which will provide a clearance of about 0.30 m on either side of the pipe line.
- The contractor may, for the facility of work or similar other reasons, excavate and also backfill later, if so approved by the Engineer-in-Charges, at his own cost, outside the allowable trench width specified above. Should any excavation be taken below the specified trench bottom, contractor shall fill it up to required level, at his own cost, with the same material available at the trench bottom including watering and compaction.
- The excavation shall be taken down to such depths as shown in drawings. Excavation for extra depth equal to the thickness of proposed pipe bedding shall be done below pipe soffit level for providing bedding below pipe line. The trench bottom shall be excavated to proper grade as shown on drawings. The contractor shall provide site rails and levelling instruments required for checking the grade during excavation, bottom bedding and pipe laying. Projections in rock excavation shall be removed by chipping.

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

- The work of trench excavation should be commensurate with laying and jointing of the pipe line. It should not be dug in advance for a length greater than 100 m ahead of work of laying and jointing of pipeline at one site unless otherwise permitted by the Assistant Engineer or Engineer-in-Charge.

### 1.7 Barricading and Guarding:

To protect persons from injury and to avoid damage to property, adequate barricades, construction signs, red lanterns and guards as required shall be placed and maintained During the progress of work, till filling of the trenches after pipes are laid and jointed. The lighting, barricading, guarding of the trenches and the maintenance of watchman shall be done by the contractor at his cost.

All precautions shall be taken during excavation and laying operation to guard against possible damage to any existing structures, underground cables, pipe lines of water, gas, sewage etc. Any damage done to such properties will have to be repaired / rectified by the contractor at his cost. The Contractor has to ensure the following:

- Safety protections as mentioned above have to be incorporated in the work process.
- Hindrances to the public have to be minimized.
- The trench must not be eroded before the pipes are laid.
- The trench must not be filled with water when the pipes are laid.
- The trench must not be refilled before laying of the pipes.

The bed for the laying of the pipes has to be prepared according to the L-Section immediately before laying of the pipes.

### 1.8. Re-use of Surface Material

All surface materials, which in the opinion of the Assistant Engineer suitable for reuse in restoring the surface, shall be kept separate from the general excavation material as directed by the Assistant Engineer.

### 1.9. Stacking of Excavated Material

All excavated materials shall be stacked in such a manner that it does not endanger the work and avoids obstructing foot paths and roads. Hydrants under pressure, surface boxes, fire and other utility controls shall be left unobstructed and accessible until the work is completed. Gutters shall be kept clean or other necessary provisions made for street drainage and natural water courses shall not be obstructed. All the excavated material shall be the property of the Employer and shall be stacked or disposed of as directed by the Assistant Engineer.

### 1.10. Maintenance of Traffic

The work of excavation and pipe laying shall be carried in such a manner that it causes the least interruption to traffic and the road / street may be closed in such a manner that it causes the least interruption to the traffic. Where it is necessary for traffic to cross open trenches, suitable bridging arrangement shall be provided. When the street is closed for traffic, suitable signs indicating that street is closed shall be placed and necessary detour signs for proper maintenance of traffic shall be provided.

### 1.11. Structure Protection

Temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers and other obstructions encountered in the progress of work shall be furnished under the direction of the Assistant Engineer. The structures which have been disturbed shall be restored upon completion of work and no payment will be made for restoration of structures damaged during the execution of work by the bidder.

### 1.12. Protection of Property

Trees, shrubbery fences, poles and all other property shall be protected unless their removal is allowed by the Assistant Engineer. When it is necessary to cut roots and tree branches, such cutting

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

shall be done under the supervision and direction of the Assistant Engineer.

### **1.13. Avoidance of Existing Services**

Excavation of the trenches shall be carried out to the required depth accordingly as per approved designs and drawings. A minimum clearance of 150 mm will be provided between the pipeline and such other services. Adequate arrangements shall be made to protect and support the other services during excavation and pipe laying operations. The work shall be so carried out as not to obstruct access to the other services for inspection, repair and replacement. When such utilities are met with during excavation, the authority concerned shall be intimated and arrangements made to support the utilities in consultation with them.

### **1.14. Bailing out of Water/Open and Close Timbering**

#### **1.14.1 Bailing out of Water**

During the excavation if subsoil water is met with, contractor shall provide necessary equipment and labour for dewatering the trenches. If pumping out subsoil water is found necessary, contractor shall provide sufficient number of pumps for the same. The tendered rate shall cover all costs for bailing out of water including hire charges of pumps, cost of diesel and labour etc. and hence, no extra payment shall be allowed.

#### **1.14.2 Open and Close Timbering**

Contractor shall provide necessary materials labour & equipment for open timbering/close timbering/ steel or any other protection work required to be done during excavation, in case of open areas, shafts, wells, cesspits, manhole including strutting, shoring and packing cavities (wherever required). The tender rate shall cover all cost of materials, labour and equipment required and hence no extra payment shall be allowed even timbering material is left permanent at site. The payment will be made to the contractor for the executed work at the approved tendered rate.

### **1.15. Disposal of loose boulders etc.**

All loose boulders, semidetached rocks (along with earthy stuff which might move therewith), not directly in the excavation but close to the area to be excavated, as to be liable, in the opinion of the Assistant Engineer to fall or otherwise endanger the workman equipment, or the work etc. shall be stripped off and removed away from the area of the excavation. The method used shall be such as not to shatter or render unstable or unsafe the portion which was originally sound and safe. The tendered rate is supposed to cover this job and no extra payment will be allowed on this account.

### **1.16. Disposal of Excavated Material**

All the excavated surplus material shall be disposed of at the place as directed by the Assistant Engineer or any authority of the Gwalior Municipal Corporation.

### **1.17. Moorum ,Sand and Concrete Bedding below Pipeline**

Bedding shall be provided all along the stretch of the pipe line, which differs based on the area through which the pipe line passes. Pipe shall be generally laid on Moorum/Coarse Sand bedding. When rock is met with, it shall be provided with coarse/sand bedding. Concrete arch bedding shall be used in situations where the pipeline crosses the road below and the pipe may be subjected to damage from passing vehicles. However, the type of bedding to be provided shall be as per approved designs and drawings or as decided by the Assistant Engineer or Engineer-in-Charge.

The bedding shall be compacted properly including required watering and the thickness of well compacted layer shall not be less than 150 mm. Thickness of bedding shall not be less than 150 mm for Moorum/Course sand Bedding for Concrete bedding thickness shall be as per the approved design. The bedding shall be provided for full trench width with proper grade. The various types of beddings are specified below: The tendered rate shall cover all costs for all type of bedding hence, in any Case no extra payment shall be allowed. The payment will be made for the executed work of bedding at the rate of approved tendered rate.

### **BEDDING AT ROCK AREA**

## **OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

Wherever rock is met with, it shall be removed up to 200 mm below the bottom level of the pipe to a minimum width equal to the width of the trench and the resulting space shall be filled up with good quality compacted coarse sand. The granular material shall be filled in the trench up to the level of 200mm. the outer diameter of the pipe line, above the crown and well compacted. Unless otherwise directed by the Engineer, rock excavation shall progress at least 20 m in advance of the pipe length proposed to be laid.

### **CONCRETE ARCH BEDDING**

- Wherever, concrete bedding is proposed to be provided, it shall be provided as per the approved drawings or as directed by the Assistant Engineer. The sub-grade shall be prepared to dimension as shown in the Drawings. The pipe shall be provided with sand bedding below and concrete arch above. The dimensions and thickness of bedding etc., shall be as per the approved Drawings.
- The bottom of the trench may be slopped on the sides or kerbed. The sand bedding shall be provided below the pipe. The sand used shall be clean, medium grained and free from impurities. The sand shall be compacted by hand compaction, by watering and ramming, in layers not exceeding 150 mm.
- The minimum thickness of concrete for the arch portion shall be as specified in the Drawings or as directed by the Assistant Engineer. Dry mix will not be permitted. The slump for concrete for the arch portion shall not be more than 25 mm. All water in the trench must be bailed out prior to taking up bedding work. When concrete is to be placed over the pipe for arch portion, it shall be placed carefully so as not to damage or injure the joints or displace the pipe. Back filling shall be done in a careful manner and at such time after the concrete is set, so as not to damage the concrete. Joints shall be avoided under the roads, but they shall be located on either side of the roads.
- The concrete arch bedding shall only be used when the pipe line crosses the road below and where directed by the Engineer.

### **SPECIAL BEDDING IN POOR SUB GRADES**

During the progress of work, if the sub grade is observed to be of poor quality which is unsuitable for laying the pipe line and which is not the result of the Contractor's negligence, the Assistant Engineer may direct the Contractor to strengthen the sub grade. The strengthening shall be done either by crushed stone or local lime stone, with depth not exceeding 450 mm or by gravel, with depth not exceeding 225 mm or by concrete of mix 1:4:8. The tendered rate shall cover all costs for all type of bedding hence, no any extra payment shall be made for above activities/ items.

## **2.0 Refilling the trenches**

### **2.1. Use of selected excavated material**

Filling of excavated material in trenches shall be commenced as soon as the joints of pipes and specials have been tested and passed. The backfilling material shall be properly consolidated by watering and ramming, taking due care that no damage is caused to the pipes and the outer coating.

Fill material shall be free from clods, organic or other foreign material. All clods of earth shall be broken or removed. Where excavated material is mostly rock, the boulders shall not be used in filling of trenches. Surplus filling material left at other locations, where trenches have been excavated for laying of sewer, will be transported at the desired location and the same material will be used for filling of trenches. The contractor will be paid for shifting of filling material from one location to another location at the approved tendered rate of concerned work.

### **2.2. Filling zones**

For the purpose of back-filling, the depth of the trench shall be considered as divided into the following three zones from the bottom of the trench to its top:

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

<b>Zone A:</b> From the bottom of the pipe (top of bedding) to the level of the centre line of the pipe	Back-filling by hand with selected approved material available from excavation, placed in layers of 150 mm and compacted by tamping. The back-filling material shall be deposited in the trench for its full width on each side of the pipe, specials and appurtenances simultaneously. Special care shall be taken to avoid damage of the pipe and the coating or moving of the pipe.
<b>Zone B:</b> From the level of the centre line of the pipe to a level 300 mm above the top of the pipe	Back-filling and compaction shall be done by hand or approved mechanical methods in layers of 150 mm; special care shall be taken to avoid damage of the pipe and the coating or moving of the pipe.
<b>Zone C:</b> up to Ground Surface	Back-filling shall be done by mechanical methods in 150 mm.

- 2.3.** All excavations shall be backfilled to the level of the original ground surfaces unless otherwise shown on the drawings or ordered by the Assistant Engineer, and in accordance with the requirements of the specification. The material used for backfill, the amount thereof, and the manner of depositing and compacting shall be subject to the approval of the Assistant Engineer, but the Contractor will be held responsible for any displacement of pipe or other structures, any damage to their surfaces, or any instability of pipes and structures caused by improper depositing of backfill materials.

The back filled layers shall be wetted and compacted to a density of not less than 90 percent of the maximum dry density at optimum moisture content of the surrounding material.

The Contractor shall at his own expense make good any settlement of the trench backfill occurring after backfilling and until the expiry of the defects liability period.

On completion of hydro testing of pipes all joints shall be covered with approved selected backfill placed above the top of the pipe and joints in accordance with the requirements of the above specifications.

**2.4. Fillings of the trench excavated in rock**

In case of excavation of trenches in rock, the filling up to a level of 300 mm above the top of the pipe shall be done with fine materials, such as soft soil, moorum etc. The filling up of the level of the centre line of the pipe shall be done by hand compaction in layers not exceeding 150 mm, whereas the filling above the centre line of the pipe shall be done by hand compaction or mechanical means in layers not exceeding 150 mm. The filling from a level of 300 mm above the top of the pipe to the top of the trench shall be done by mechanical methods with suitable filling material.

**3.0 Supply, laying and jointing of Double Wall (Non-Smooth External Surface) Corrugated (DWC) wall & Smooth Internal wall) for Non-Pressure underground Sewerage & Drainage Applications.**

**3.1 Scope**

The specification for manufacturing, supplying, transportation, handling, stacking, installation, jointing, and testing of Piping System for non-pressure underground Sewerage & Drainage Applications shall be as below,

**3.2 Applicable Codes**

The manufacturing, testing at factory, supplying, transportation, handling, stacking, installation, jointing, and testing at sites shall comply with all currently applicable National statutes, standards & codes. If requirements of these specifications are at variance with any other standards, this particular document shall be governed by the proceedings of:

IS16098 (Part-1) : 2013	Structured Wall Plastics piping Systems for non-pressure drainage and sewerage- Specification Part 1: Pipes and fittings with smooth external surface, Type A
IS16098(Part-2) : 2013	Structured Wall Plastics piping Systems for non-pressure drainage and sewerage- Specification Part 2: Pipes and fittings with non-smooth external surface, Type B
ISO 9001: 2008	Quality Management Systems

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

The testing, supplying, laying, jointing and testing at work sites of DWC/HDPE pipes shall be as per standards and Codes. If requirements of this Specification conflict with the requirements of the standards / Codes, this Specification shall govern.

Code No.	Title/Specification
IS 14333	High Density Polyethylene Pipes for sewerage
IS 5382	Rubber sealing rings for gas mains, water mains and sewers.
IS 4905	Methods for random sampling
IS 7328	High density polyethylene materials for moulding and extrusion

Other Indian standards which are integral part of above standard as normative references form a significant portion of this specification document.

### 3.3 Inspection

The Contractor shall be responsible for the performance tests at the Manufacturer's place in presence of the Sub-Engineer or Assistant Engineer or Engineer-in-charge or the authorized representative(s) of the Gwalior Municipal Corporation.

The Pipe Manufacturer shall produce all necessary test certificates related to relevant Material Characteristics for each lot of Pipes as specified in the IS code. At the time of inspection, before supply of the designated lot to the contractor, such certificates from the manufacturer, duly supported by the purchaser's invoices shall be made available to the employer with proper endorsement from the inspecting agency.

The employer reserves the right to inspect the Pipe Manufacturer's unit if required to evaluate the capacity/ capability/ Quality Assurance before extending their clearance to the contractor towards procurement of pipes.

### 3.4 Transportation

While loading the pipes onto the truck, care should be taken that the coupler- end should be arranged alternatively in the corresponding layers so as to avoid the damage to the coupler/ socket ends.

### 3.5 Handling

Following Recommendations shall be followed while handling the pipes:

- Adherence to National Safety requirements.
- Pipes to be smoothly lowered to the ground.
- Pipes should not be dragged against the ground to avoid the damages to the Coupler/pipes.
- Larger diameter pipes are carried with slings at two points spaced approximately at 3 Meters apart.
- For smaller diameters, one lift point shall be sufficient & can be handled either manually or mechanically.
- **Do not use a loading Boom or Fork Lift directly on or inside pipe.**

### 3.6 Pipe Storage at Site

- Stockpiling shall be done temporarily on a Flat Clear Area as per IS 16098 (Part- 2).
- For avoiding collapse of Stacks, use Wooden Posts or Blocks
- Stacking shall not be higher than 2.5 Meters
- While stacking, alternate the socket/coupler ends at each row of stacked pipes.

## 4.0 Lowering, Laying & jointing of Pipes

The width of a Sewer Trench depends on the soil condition, type of side protection needed and the working space required at the bottom of Trench for smooth installations. The Minimum Trench Width is specified as per Table below:

Indicative Trench Widths**	
Pipe Diameter (mm)	Trench Width (M)
75-200	0.6

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

Indicative Trench Widths**	
Pipe Diameter (mm)	Trench Width (M)
250	0.7
300	0.8
400	0.9
600	1.2
800	1.3
1000	1.8

The pipe segment between two manholes shall be laid approximately in straight line without any vertical undulations (at prescribed Gradient) only in case of curve, if found necessary. The piping system shall rest on the carefully prepared bedding portion of the Backfill Envelope as per IS-16098 (Part- 2) and at appropriate jointing locations the trenches shall be excavated deeper to accommodate the bulges of coupler-spigot joints. However, special care shall be ensured as mentioned below:-

- Excavation of trenches shall be carried out in accordance with the approved drawing & specifications and as directed by the engineer-in-charge as well.
- The piping system shall be laid and jointed in true to gradient with the help of sight rails and boning rods as detailed in Manual on Sewerage and sewerage treatment CPHEEO, MoUD, GoI, New Delhi. The levels need be checked with calibrated modern Levelling Instrument. Specific care shall be taken to prevent entry of sand / mud /slush/ any other foreign material etc into the system during the installation operation.

A minimum cover of 600 mm should be maintained or as directed by the Engineer-in-Charge. The bedding area is an essential portion of Back fill Envelope and shall be constructed with proper bedding material as computed in accordance with appropriate national code of practice for structural bedding design mentioned in the list of normative references under IS 16098-2. The bedding shall be laid to specified thickness and gradient with proper manual compaction of the aggregate. Indicative installation details with suggestive 'Backfill Envelop' shall be as per IS-16098 (Part- 2).

For quality connections following steps are to be ensured, failing which the performance aspects are to be severely compromised:

- The non-coupler (socket) end needs to be thoroughly cleared and shall be free from any foreign material.
- Clean and lubricate
- the coupler end of the pipe, if required.
- Lubricate the exposed Gasket in the same manner, if required.
- Keep the non-coupler end free from dirt, backfill material, and foreign matter so that the joint integrity is not compromised.
- Push the coupler onto the non-coupler end and align properly. Always push coupler end onto non-coupler end.

For smaller diameter pipes simple manual insertion shall be sufficient. It should be ensured that the coupler end is adequately 'homed' on non-coupler end to ensure installation and tight joining seal. Therefore prior to insertion always place a 'Homing Mark' on appropriate corrugation of the 'Non-Coupler End'.

### 5.0 Construction of backfill envelope and final backfilling of the trenches

DWC Piping System with well compacted Backfill Envelope along with the bottom and sides of trench (native soil) work together to support soil overburden and superimposed (traffic) loads. The carefully constructed Backfill Envelop has three distinct but non-isolated stages. The construction needs to be done stage by stage as per the sequence stated below:

- Bedding portion
- Up to Haunch level
- Remaining portion

The material for backfill envelope shall be in accordance with the structural design of flexible buried conduit as per relevant National code in meticulous consultation with ISO 21138-1 & 3 :2007 and all other referred International Codes such as BS EN 1295-1 that forms an integral part of the said ISO Specifications. It can be the same material that were removed in the course of excavation or it can be

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

fine sand/course sand/gravel / moorum /other form of course / fine aggregates depending on the effected Design Load [Overburden + Superimposed (Live) load]. However, in no circumstances, the flexible pipe should be embedded in cement concrete (un- reinforced or reinforced) which invariably induces undesired rigidity in the system. The Manufacturer may also be consulted to provide for the necessary module for the Structural Design of the 'Backfill Envelope'.

- The remaining portion of backfilling which do not contribute to the structural integrity of the system may be the materials that were removed in the course of excavation or any other foreign material as may be required to suit the particular site condition. These materials shall consist of at least clean earth and shall be free from large clod or stone above 75 mm, ashes, refuse and other injurious materials.
- After completion of bedding portion of the Backfill envelop and subsequent lying of pipes, etc, first the haunch portion & then upper portion of Backfill Envelope shall be constructed as per design around the pipe. Voids must be eliminated by knifing under and around pipe or by some other indigenous tools.
- The compaction, by hand rammers or compactors with necessary watering to a possible maximum level of proctor density shall be ensured.
- Remaining portion of the Construction of 'Backfill Envelope' (above the Bedding Portion) & subsequent final Backfilling of the Trench shall start only after ensuring the water tightness test of joints for the concerned sewer segments. However, partial filling may be done keeping the joints open.
- Precautions shall be taken against floatation (if at all necessary) as per the specified methodology and the minimum required cover.

### 6. Hydraulic Testing

Since the entire application pertains to Non-pressure (gravity flow) domain, on-field pressure testing of the installed system is not necessary.

As per the relevant IS Code, each of the supplied pipe assembly need to be pressure tested at manufacturer's end for ensuring its leakage proof status as per the IS 16098 (Part 2):2013. However, for on-field acceptability, a segment wise continuity test shall be performed by the contractor in the same methodology as depicted in the CPHEEO, MoUD, GoI Manual on Sewerage and Sewage Treatment to the fullest satisfaction of the Employer/ Gwalior Municipal Corporation/Department. The contractor shall arrange the water at his own cost for testing and other requirements.

Notwithstanding the satisfactory completion of the continuity test, if there is any discernible leakage of water/sewage from any pipe or joint, the Contractor shall, at his own cost, replace/repair the pipe or re-make the joint and repeat the hydraulic test again.

### 7.0 Technical Qualifications of Manufacturer of DWC pipes:

- 7.1 The Pipe manufacturer should have an annual installed production capacity of quantity equal to this TENDER. The manufacturer should have manufactured and supplied pipes to any state/central Govt. department /board having minimum DN/ID 150mm or above, a minimum length of 500 Km.; out of which atleast 10% length (50Km.) should be of minimum DN/ID 250mm or above.
- 7.2 The manufacture should have valid BIS License as per IS 16098:2013 Part-2 / IS 14333:1996 and accreditation of ISO 9001: 2008/2015 for Manufacture and supply of DWC / Structured wall PE Pipe and fittings.
- 7.3 The manufacturer should be able to demonstrate the conformity of the product to the requirement by controlling the manufacturing process and by carrying out the various tests as specified in IS wherever possible, statistical sampling techniques should be used to control the process so that the product is produced within the specified limit. The successful bidder is required to submit the Quality Assurance Program (QAP) of the manufacturer along with the documentary evidence of the production capacity, valid BIS & ISO Certification as mentioned above for obtaining the approval of Employer & Engineer-in-charge before production of pipes.



## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

### 8.0 **DWC Pipe Manufacturer In-House Facility for Testing:**

8.1 The manufacturer should have required Plant, machinery and equipment for size DN/ID 150mm or above for the following vital test:

- Ring Flexibility Test,
- Ring Stiffness Test,
- Creep Ratio Test,
- Water Tightness Test,
- Tensile Strength Test,
- Melt Flow Index Test,
- Impact Test,
- Environmental Stress Cracking Resistance Test,
- Oxidation Induction Time Test Etc.

8.2 If the manufacturer does not have required Plant, machinery and equipment for size DN/ID 150mm or above for the above vital test, the required tests to be carried out in any National Test House or NABL accredited Test Laboratory. The cost of such tests shall be borne by the manufacturer.

8.3 Each pipe or Fittings shall be marked with the standard mark, Lot/ Batch No., Period of Manufacturing and as per the employer/purchasers requirement.

### 9.0 **Supply, Laying, Jointing, Installation, Testing and Commissioning of pipes**

- a. Supplying, laying, jointing, testing and commissioning of pipes shall conform to relevant IS codes, as applicable.
- b. Exact alignment will be as per approved drawings and/or as directed by the Engineer-in-charge or his representative.
- c. The HDPE/DWC/DI/RCC Pipes shall be laid in accordance with the latest BIS/EN/ISO specifications.

### 10.0 **Field Hydraulic Test**

- a. The Sectional Hydraulic Test shall be carried out after the sewer section to be tested has been laid jointed and backfilled to a depth sufficient to prevent floatation.
- b. Each length of the sewer to be tested shall be capped or blanked off at each end and securely strutted or restrained to withstand the forces which will be exerted when the test pressure is applied.
- c. The proper method of filling the sewer line with water shall be used. The length under test shall be filled making certain that all air is displaced through an air valve or any other appropriate mechanism. The test length shall then remain under constant moderate pressure as per testing method given in the IS 7634.
- d. As per IS code water required to built-up allowable drop in pressure during test will be treated as a make-up water.
- e. The maximum allowable test pressure shall be as per CPHEEO manual and or IS codes specified.
- f. Notwithstanding the satisfactory completion of the hydraulic test, if there is any discernible leakage of water from any pipe or joint, the Contractor shall, at his own cost, replace the pipe, repair the pipe or re-make the joint and repeat the hydraulic test at his risk and cost including the cost of water.
- g. Test pressures are to be measured in  $\text{kg/cm}^2$  at the centre of the blank flange situated at the lowest end of the pipeline under test. Unless other-wise specified the test pressure shall be as stated in Clause 10(e).

### 11. **Supply, Laying & Jointing of RCC Pipes**

11.1 The Pipe manufacturer should have an annual installed production capacity of quantity equal to this TENDER. The manufacturer should have manufactured and supplied pipes to any state/central Govt. department /board quantity equal to this TENDER in last 3 years.

11.2 The manufacture should have valid BIS License as per IS 458:2003 and accreditation of ISO 9001: 2008/2015 for Manufacture and supply of RCC Pipes.

11.3 The manufacturer should have manufactured and supplied pipes quantity equal to this TENDER.

## OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

11.4 The manufacturer should have required Plant, machinery and equipment for the following vital test:

- Hydraulic Test,
- Three-edge Bearing Test,
- Permeability Test,

11.5 If the manufacturer does not have required Plant, machinery and equipment for the above vital test, the required tests to be carried out in any National Test House or NABL accredited Test Laboratory. The cost of such tests shall be borne by the manufacturer.

11.6 Each pipe or Fittings shall be marked with the standard mark, Lot/ Batch No., Period of Manufacturing, Source of Manufacture and as per the employer/purchasers requirement.

### **12. Precast Concrete Manhole Cover and Frame**

12.1 The manufacturer should have an annual installed production capacity of quantity equal to this TENDER. The manufacturer should have manufactured and supplied different grades of to any state/central Govt. department /board quantity equal to this TENDER in last 3 years.

12.2 The manufacture should have valid BIS License as per IS 12592:2002 and accreditation of ISO 9001: 2008/2015 for Manufacture and supply of SFRC, Manhole Frame and Cover.

12.3 All the covers and frames shall be sound and free from cracks and other defects which interfere with the proper placing of the unit. The underside of the cover and protective mild steel sheet of minimum 2 mm thick around the periphery of cover and frame especially 25mm x 3mm mild steel flat used to protect the frame shall be given suitable treatment with anti-corrosive paint or coating. Lifting hooks of dia 12mm mild steel for light and medium duty and 16mm dia. mild steel for heavy and extra heavy duty covers shall be protected from corrosion by hot dip galvanizing or any other suitable means as approved by the Employer. The top surface of the cover shall given a chequered finish. The manufacturer should have required Plant, machinery and equipment for the Load Test.

12.4 If the manufacturer does not have required Plant, machinery and equipment for the above vital test, the required test is to be carried out in any Government Laboratory or NABL accredited Test Laboratory. The cos of such tests shall be borne by the manufacturer.

12.5 Each cover & frame shall be marked with the standard mark, Lot/ Batch No., Grade Designation LD2.5, MD10, HD20, EHD35, Period of Manufacturing, Source of Manufacture.

### **13. SAFETY FOOT REST**

Orange/ Black colour safety foot rest of minimum 6mm thick plastic and capsulated on 12 mm dia. steel bars having minimum cross-section as 23mm x 25mm and overall minimum length 263mm and width as 165mm with minimum 112mm space between protruded legs having 2mm tread on top surface by ribbing or chequering besides necessary adequate anchoring projection on tail length on 138mm suitable to withstand the bend test and as per specification and manufacturers' permanent identification mark to be visible even after fixing, including fixing in manholes with 30x20x15 cm cement concrete blocks 1:3:6 complete as per the direction of Engineer-in-Charge.

## SECTION 4

### BILL OF QUANTITIES (BOQ)

**General Description of work :-** Survey and Design of laying sewer network including Providing, Laying, Testing and Commissioning of Main Trunk Sewer Line and Branch Sewerage Network to connect sewage of areas Ward 3 and Ward 4 Gwalior Vidhansabha.

**Probable Amount of Contract:**

**(Rs. In Figure) -** Rs. . 4,14,78,544.40

**(Rs. In Words)** **Rs. Four crore Fourteen lakh Seventy Eight thousand Five hundred Forty Four Rupees Forty Paise only.**

<p align="center">Probable Estimate for Laying of main trunk from Aadarsh Nagar tiraha to chandra Nagar puliya, Gwalior</p>
---

SN	ITEMS	UNIT	QUANTITY	RATE (In Rs.)	AMOUNT (In Rs.)
1	Earth work in excavation for foundation, trenches for pipes / cables or drains etc. by mechanical means / manual means (exceeding 30cm in depth. ) Including ramming of bottom, dressing of sides, disposal of excavated earth including of all lift and lead upto 50m. Disposed earth to be levelled and neatly dressed. All kinds of ordinary soil 0 to 1.5m	cum	4000	151	604000
2	1.5m to 3m	cum	5000	181.2	906000
3	3m to 4.5m	cum	7000	217.44	1522080
4	4.5m to 6m	cum	10000	260.92	2609200
5	6m to 7.5m	cum	12000	313.11	3757320
6	In or under water and/or liquid mud, including pumping out water as required. (All water that may accumulate in excavations during the progress of the work from seepage, (not due to the negligence of the contractor), shall be bailed, pumped out or otherwise removed. The contractor shall take adequate measures for bailing and/or pumping out water from excavations and/or pumping out water from excavations and construct diversion channels, bunds, sumps, etc) Muddy soil 0 to 1.5m	cum	50	181.2	9060
7	1.5m to 3m	cum	40	217.44	8697.6
8	3m to 4.5m	cum	50	260.928	13046.4
9	4.5m to 6m	cum	200	313.11	62622
10	6m to 7.5m	cum	200	375.76	75152
11	In or under foul position, including pumping out water required. (Excavation, where sewage, sewage gases or foul conditions are met with from any source, shall fall in this category. Decision of the. Engineer-in-Charge whether the work is in foul position or not shall	cum	50	181.2	9060

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

SN	ITEMS	UNIT	QUANTITY	RATE (In Rs.)	AMOUNT (In Rs.)
	be final.) Foul position 0 to 1.5m				
12	1.5m to 3m	cum	40	217.44	8697.6
13	3m to 4.5m	cum	100	260.928	26092.8
14	4.5m to 6m	cum	100	313.11	31311
15	6m to 7.5m	cum	200	375.76	75152
16	Filling by available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	cum	20000	89	1780000
17	Supplying and filling in plinth under floors including, watering, ramming consolidating and dressing complete. Crusher Stone Dust	cum	1500	687	1030500
18	Dismantling of flexible pavements and disposal of dismantled materials up to a lead of 1000 meter, stacking serviceable and unserviceable materials separately and as per relevant clauses of section-200. Bituminous courses	cum	500	420	210000
19	Granular courses	cum	1500	378	567000
20	Dismantling of cement concrete pavement i/c breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials up to a lead upto 1000 meter, stacking serviceable and unserviceable materials separately and as per relevant clauses of section-200.	cum	300	749	224700
21	Removal of Cement Concrete pipe of sewer gutter up to 1500 mm dia. under the supervision of concerned department including disposal with all lifts and up to a lead of 1000 Meters and stacking of serviceable and unserviceable material separately but excluding earth excavation and dismantling of masonry works. Removal of Cement Concrete Pipes	meter	100	223	22300
22	Dismantling of old S.W. pipes including breaking of joints and bed concrete stacking of useful materials near the site within 50 m lead and disposal of unserviceable materials into municipal dumps: 150mm	meter	500	23	11500
23	200mm	meter	500	25	12500
24	Dismantling of manhole including R.C.C. top slab, cover with frame including stacking of useful materials near the site and disposal of unserviceable materials into municipal dumps. Circular/ square/ rectangular upto 45 cm deep	each	10	1134	11340
25	46 cm to 90 cm deep	each	5	1844	9220
26	91 cm to 150 cm deep	each	10	1889	18890
27	151 cm to 250cm deep	each	5	2602	13010
28	Constructing Brick masonry rectangular	each	20	5813	116260

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

SN	ITEMS	UNIT	QUANTITY	RATE (In Rs.)	AMOUNT (In Rs.)
	manhole in cement mortar 1:4 (1cement:4 fine sand) common Burnt Clay Brick or fly ash bricks, of compressive strength not less than 75 Kgf/ cm <sup>2</sup> , 20 cm thick foundation in cement concrete 1:3:6 (Nominal Mix) with stone aggregate 40mm nominal size, inside & outside plastering minimum 12 mm thick with cement mortar 1:3 (1 cement:3 coarse sand) finished with a floating coat of neat cement and making channels in Cement Concrete 1:2:4 (Nominal Mix) with stone aggregate 20mm nominal size including finishing the channel to shape, including providing and fixing footrest, manhole cover and frame etc. complete. (only excavation as per actual shall be paid separately), Depth of manhole shall be considered as the vertical distance from top of the manhole cover to the outgoing invert of main drain channel. (for reference purpose use Drawing No. 11) Man hole for property connection (House connection) in narrow lanes. Man hole with above specifications having inside size 450x450mm and 900mm deep including SFRC square Man hole Cover and frame (medium Duty) 450mmx 450mm complete.				
29	Constructing Brick masonry rectangular manhole in cement mortar 1:4 (1cement:4 fine sand) common Burnt Clay Brick or fly ash bricks, of compressive strength not less than 75 Kgf/ cm <sup>2</sup> RCC top slab Cement Concrete 1:2:4 (Nominal Mix) with stone aggregate 20mm nominal size, 20 cm thick foundation in cement concrete 1:3:6 (Nominal Mix) with stone aggregate 40mm nominal size, inside & outside plastering minimum 12 mm thick with cement mortar 1:3 (1 cement:3 coarse sand) finished with a floating coat of neat cement and making channels in Cement Concrete 1:2:4 (Nominal Mix) with stone aggregate 20mm nominal size including finishing the channel to shape, including providing and fixing footrest, manhole cover and frame etc. complete. (only excavation as per actual shall be paid separately), Depth of manhole shall be considered as the vertical distance from top of the manhole cover to the outgoing invert of main drain channel. (for reference purpose use Drawing No. 11) Man hole with above specifications having inside size 600x450mm and 900mm deep including SFRC rectangular Man hole Cover and frame (medium Duty) 600mm x 450mm complete.	each	20	5854	117080

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

SN	ITEMS	UNIT	QUANTITY	RATE (In Rs.)	AMOUNT (In Rs.)
30	Providing, laying and jointing following P.V.C. - U pipes with solvent cement joint for Non-pressure gravity drain and sewer applications including testing of joints, cost of jointing materials etc. complete in all respect. 110 mm dia.	per meter	500	214	107000
31	Construction of circular type manhole 900 mm internal dia. at bottom, 560 mm dia at top, depth of manhole 900 mm, common Burnt Clay Bricks or fly ash bricks of compressive strength not less than 75 Kgf/ cm <sup>2</sup> with 1:4 cement mortar (1 cement : 4 coarse sand), inside & outside plastering minimum 12 mm thick with cement mortar 1:3 (1 cement:3 coarse sand) finished with a floating coat of neat cement. 20 cm thick foundation in cement concrete 1:3:6 (Nominal Mix) with stone aggregate 40mm nominal size, and making channel in cement concrete 1:2:4 (Nominal Mix) with stone aggregate 20mm nominal size including finishing the channel to shape, including providing and fixing footrest, manhole cover and frame etc. complete. (only excavation as per actual shall be paid separately) fixing of heavy duty (HD-20) SFRC cover and frame as per IS 12592 fixed in Cement concrete 1:2:4 (nominal mix) with stone aggregate 20mm nominal size including centering and shuttering etc. complete as per standard drawing. Depth of manhole shall be considered as the vertical distance from top of the manhole cover to the outgoing invert of main drain channel. (as per Drawing No. - 13-A)	each	20	7950	159000
32	Extra for increasing depth of manhole mentioned at Item No. 10 above 900mm and up to 1650mm. (only excavation as per actual shall be paid separately)	meter	20	4524	90480
33	Construction of circular type manhole 1200 mm internal dia. at bottom, 560 mm dia at top, depth of manhole 1660 mm, common Burnt Clay Bricks or fly ash bricks of compressive strength not less than 75 Kgf/ cm <sup>2</sup> with 1:4 cement mortar (1 cement : 4 coarse sand), inside & outside plastering minimum 12 mm thick Cement plaster 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement, 25 cm thick foundation in cement concrete 1:3:6 (Nominal Mix) with stone aggregate 40mm nominal size, and making channel in cement concrete 1:2:4 (Nominal Mix) with stone aggregate 20mm nominal size including finishing the channel to shape, including providing and fixing footrest,	each	50	15197	759850

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

SN	ITEMS	UNIT	QUANTITY	RATE (In Rs.)	AMOUNT (In Rs.)
	manhole cover and frame etc. complete. (only excavation as per actual shall be paid separately) fixing of heavy duty (HD-20) SFRC cover and frame as per IS 12592 fixed in Cement concrete 1:2:4 (nominal mix) with stone aggregate 20mm nominal size including centering and shuttering etc. complete as per standard drawing. Depth of manhole shall be considered as the vertical distance from top of the manhole cover to the outgoing invert of main drain channel. (as per Drawing No. - 13-B)				
34	Extra for increasing depth of manhole mentioned at Item No. 12 above 1660 mm and up to 2300 mm . (only excavation as per actual shall be paid separately)	meter	30	6210	186300
35	Construction of circular type manhole 1500 mm internal dia. at bottom, 560 mm dia at top, depth of manhole 2310 mm in common Burnt Clay Bricks or fly ash bricks of compressive strength not less than 75 Kgf/ cm <sup>2</sup> with 1:4 cement mortar (1 cement : 4 coarse sand), inside & outside plastering minimum 12 mm thick Cement plaster 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement, 30 cm thick foundation in cement concrete 1:3:6 (Nominal Mix) with stone aggregate 40mm nominal size, and making channel in cement concrete 1:2:4 (Nominal Mix) with stone aggregate 20mm nominal size including finishing the channel to shape, including providing and fixing footrest, manhole cover and frame etc. complete. (only excavation as per actual shall be paid separately) fixing of heavy duty (HD-20) SFRC cover and frame as per IS 12592 fixed in Cement concrete 1:2:4 (nominal mix) with stone aggregate 20mm nominal size including centering and shuttering etc. complete as per standard drawing. Depth of manhole shall be considered as the vertical distance from top of the manhole cover to the outgoing invert of main drain channel. (as per Drawing No. - 14-A)	each	80	22635	1810800
36	Extra for increasing depth of manhole mentioned at Item No.14 above depth 2310 mm and up to 4950 mm (only excavation as per actual shall be paid separately)	per meter	30	13961	418830
37	Making connection of drain or sewer line with existing service lines manhole including breaking into and making good the walls, floors etc. with cement concrete grade M-15 (Nominal Mix) with stone aggregate 20mm nominal size plastered with Cement Mortar 1:3	each	5	494	2470

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

SN	ITEMS	UNIT	QUANTITY	RATE (In Rs.)	AMOUNT (In Rs.)
	(1 Cement : 3 coarse sand) finished with a floating coat of neat cement and making necessary channels etc. complete. For 100 to 200 mm dia pipes				
38	For 250 to 300 mm dia pipes	each	5	543	2715
39	For 350 to 450 mm dia pipes	each	3	726	2178
40	Providing, Laying and Jointing non-pressure (NP4) RCC socket & spigot pipes with rubber gasket joint including testing of joints.450 mm	meter	2200	2681	5898200
44	Transportation By Mechanical means including loading, unloading and stacking where ever necessary Excavated Earth 4 km	cum	10000	135.42	1354200
45	Water Bound Macadam - Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam including spreading in uniform thickness ,hand packing, rolling with vibratory roller 8-10 tonnes in stage stopproper grade and camber, applying and booming requisite type of screening /binding materials to fill up to he interstices of coarse aggregate, watering and compacting to the required density and as per relevant clauses of section-404 of specifications Grading- II (53 to 22.4mm) Using Screening Type-B (11.2mm Agg.)	cum	1500	1528	2292000
46	Providing and applying Prime Coat with Cationic Bitumen Emulsion (SS1 Garde) on prepared surface of granular Base including cleaning of road surface and spraying primer at the rate of 0.70 to 1.00 Kg/Sqm using mechanical means as per Section 502 of the specifications.	sqm	4000	45	180000
47	Providing and applying Tack Coat with cationic bitumen emulsion (RS-1) using emulsion pressure distributor on the prepared bituminous/granular surface cleaned with mechanical broom and as per Section 503 of the specifications.@ 0.40 Kg per Sqm (Non-bituminous surfaces) granular base not primed.	sqm	4000	20	80000
48	Providing and laying Dense Bituminous Macadam with hot mix plant batch using crushed aggregates of specified grading, premixed with bituminous binder, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction complete in all respects and as per Section 505 of the specifications. (As specified, Lime or cement will be used as filler) For Grading I (75-100mm thickness) bitumen content 4.0% (VG-	cum	300	7129	2138700



**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

SN	ITEMS	UNIT	QUANTITY	RATE (In Rs.)	AMOUNT (In Rs.)
	30)				
49	Providing and laying Bituminous Concrete with hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder of mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects and as per Section 507 of the specifications. For Grading I (50-65 mm thickness) with VG-30 bitumen @ 5.2%	cum	300	8766	2629800
50	Providing and laying in position Plain cement concrete (PCC) of specified grade excluding the cost of centering and shuttering Cement concrete grade M-15 (Nominal Mix) with 20 mm maximum size of stone aggregate	cum	660	4755	3138300
51	Providing and Laying Cement Concrete Grade M-20 with 20 mm graded crushed stone aggregate, mixing shall be in mechanical mixer, laying with paver compacting by use of pin, plate / screed vibrators including form work by strong steel girders fixed by spikes, separation membrane 125 micron thick, including cutting of joints @ 4 to 5 m interval and filling it with hot applied bituminous sealant (without dowel bars) (max. thickness 20 cm).	cum	100	5251	525100
52	Lifting & Placing of manhole cover during cleaning of choked sewer line & manhole. SFRC 560 mm dia size	each	20	32	640
53	SFRC 450x900 mm size	each	30	45	1350
54	Cleaning of Silt, sludge brick bats, polythene bags, garbage etc. from choked sewer manholes / sewer drains & Nallahs/ wet well of SPH/ Anaerobic & Facultative Pond of STP with all required T&P such as bucket, manila rope, and all required safety equipment such as safety belt, gas mask, oxygen cylinder etc. including disposal of silt/ sludge upto 50 mtr lead & 1.5 mtr. lift as directed by Engineer-in-Charge including dewatering but excluding dat (plugging of sewer pipe line) Depth up to 1.5 mtr	cum	50	441	22050
55	Extra rate for depth 1.5 m to 3m or part	cum	100	463	46300
56	Extra rate for depth 3m to 4.5 m or part	cum	120	507	60840
57	Extra rate for depth 4.5 m to 6m or part	cum	100	557	55700
58	Extra rate for depth 6m to 7.5 m or part	cum	50	612	30600
59	Cleaning of Silt, sludge brick bats, polythene bags, garbage etc. from choked sewer line	per meter	300	37	11100

**OFFICE OF THE COMMISSIONER, MUNICIPAL CORPORATION, GWALIOR**

Near Roop Singh Stadium, City Centre, Gwalior, Ph : 0751-2438300, 243830, 2438251

SN	ITEMS	UNIT	QUANTITY	RATE (In Rs.)	AMOUNT ( In Rs.)
	with all required T&P and Safety equipment such as bucket, manila rope, safety belt, gas mask, oxygen cylinder etc. including disposal of silt, sludge upto 50m lead & lift up to 1.5mtr. as directed by Engineer-in- Charge including dewatering but excluding dat (plugging of sewer pipe line) 150 mm dia depth up to 1.5 m				
60	Extra rate for depth 1.5 m to 3m	per meter	150	39	5850
61	Extra rate for depth 3m to 4.5 m	per meter	200	43	8600
62	Extra rate for depth 4.5 m to 6m	per meter	100	49	4900
63	200 mm dia depth up to 1.5 m	per meter	100	45	4500
64	Extra rate for depth 1.5 m to 3m	per meter	400	47	18800
65	Extra rate for depth 3m to 4.5 m	per meter	300	52	15600
66	Extra rate for depth 4.5 m to 6m	per meter	200	59	11800
67	900 mm dia Depth 6.0m to 7.5	per meter	100	1022	102200
68	Construction of granular sub-base by Plant Mix Method including mixing in a mechanical mixing plant at OMC, carriage of mixed material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, including all lifts and lead complete as per Section 401 of the specifications. Grading I	cum	4000	1360	5440000
			<b>Total</b>		<b>41478544.4</b>

**SECTION 5**  
**AGREEMENT FORM**  
**AGREEMENT**

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

Whereas the Employer is desirous that the Contractor execute

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

NOW THIS AGREEMENT WITNESSED as follows:

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

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

The Common Seal of \_\_\_\_\_ was  
hereunto affixed in the presence of:

Signed, \_\_\_\_\_ Sealed and Delivered by the said \_\_\_\_\_  
\_\_\_\_\_ in the presence of: Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_

**Annexure – Z**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

<https://mptenders.gov.in/nicgep/app> as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully  
(Signature of the Bidder, with Official Seal)