

OFFICE OF THE CHIEF MUNICIPAL OFFICER,

NAGAR PARISHAD HANUMANA

DIST-MAUGANJ M.P.

Tender Document

NIT Number :	263 dated 30-04-2026
Date :	
Name of Work :	
Probable Amount of Contract :	
Cost of Tender Document :	
Stipulated Period of Completion :	60 DAYS

TenderDocumentTab

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OFFICE OF THE NAGAR PARISHAD HANUMANADIST - MAUGANJ M.P.

(FIRST CALL)

Section-1

Notice Inviting Tenders

263/NP/E-TENDER/HANUMANA/2026

Date: 30-04-2026

Online e-bids for the following works are invited from registered contractors and firms of repute fulfilling eligibility criteria:

S. No.	NIT NO. & DATE	TENDER ID	Name of Work	Probable amount of contract (In Lakh)	Earnest Money Deposit (EMD) (In Rs.)	Cost of Bid Document (In Rs.)	Period of Completion (In Months)
			NEW HDPE PIPELINE EXTENSION WORKD OLD NH 07 NAGAR PARISAHD HANUAMNA	7221600	54162.00	10000	60 DAYS

- Interested Bidder can view the NIT on website <http://www.mptenders.gov.in> and www.mpurban.gov.in. The Bid Document can be purchased only Online from **17:30 PM (time) 04-05-2026 (date) 06-05-2026 PM (time)**
- Amendment to NIT, if any, would be published on website only, and not in Newspaper.

**CHIEF MUNICIPAL OFFICE
R NAGAR PARISHAD
HANUMANADISST-
MAUGANJ (M.P.)**

Copy to:

- Commissioner, Urban Administration and Development Department, Bhopal M.P. for Information.
- Engineer in Chief, Urban Administration and Development Department, Bhopal M.P. for Information.
- Collector, District Rewa M.P. for Information.
- Joint Director, Urban Administration and Development Department, Rewa Division Rewa M.P. for Information.
- Executive Engineer, Urban Administration and Development Department, Rewa Division Rewa M.P. for Information.
- PO, District Urban Development Administration (DUDA) Rewa for Information.
- For News Paper Publication.....

**CHIEF
MUNICIPAL OFFICER
NAGAR PARISHAD
HANUMANADISST-
MAUGANJ (M.P.)**

OFFICE OF THE NAGAR PARISHAD HANUMANADIST - MAUGANJ

263/NP/E-TENDER/HANUMANA/2026

Date: 30-04-2026

Section-1**Notice (FIRnSvTitiCnAgLeL)-Tenders**

Online **PERCENTAGE RATE** bids for the following works (estimated on UADDSORw.e.f. 10/05/2012) on Form "A" is invited from registered contractors and firms of reputed fulfilling eligibility criteria:

S. No.	NIT NO. & DATE	Name of Work	Probable amount of contract (In Lakh)	Earnest Money Deposit (EMD) (InRs.)	Cost of Bid Document (InRs.)	Category of Contractor	Period of Completion (In Months)
11		NEW HDPE PIPELINE EXTENSION WORK OLD NH 07 NAGAR PARISHAD HANUMANA	7221600.00	54162.00	10000	MPPWD CENTRALISATION GoMPorequivalent in any State/Central	60 DAYS

- 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 fee through Credit/Debit/Cash Card/internet banking.
- At the time of submission of the Bid the eligible bidders shall be required to:
 - pay the cost of Bid Document;
 - deposit the Earnest Money;
 - Submit a checklist; and
 - Submit an affidavit.
Details can be seen in the Bid Data Sheet
- ELIGIBILITY FOR BIDDERS:**
 - At the time of submission of the Bid the bidders should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are registered with Central Government, State Government, PSU are eligible for submission of Bids.
 - The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.
 - Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
- Pre-qualification** - Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
- Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
- The Bid Document can be purchased only Online from 17:30 PM (time) (date) 04-05-2026 (time) -06-05-2026 (date).** Other key dates may be seen in Bid Data Sheet.
- Amendment to NIT, if any, would be published on website only, and not in Newspaper.

**PRESIDENT
NAGAR PARISHAD
HANUMANADIST-
MAUGANJ**

**CHIEF MUNICIPAL OFFICER
NAGAR PARISHAD
HANUMANAMAUGANJ**

SECTION 2 INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

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

2. General Quality of Work:

The work shall have to be executed in accordance with the drawings (prepared by Contractor and approved by the competent authority), 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 TENDERING

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

4. ONE BID PER BIDDER

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 ventures shall be as per the Bid Data Sheet.

No bidders 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 bidders shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the ULB.

6. Site Visit and examination of works

The bidder is advised to visit and examine 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 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,
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings,
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other document(s), as specified.

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

9. Pre-Bid Meeting (where applicable)

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

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

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

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

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

10. Amendment of Bid Documents

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

All amendments shall form part of the Bid Document.

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

C. PREPARATION OF BID

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

12. DOCUMENTS COMPRISING THE BID

The bids submitted online by the bidders shall be in the following parts:

Part 1-

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

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

Part 2- This shall be known as **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 **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed enclosed with the **Bid Data Sheet**.

13. LANGUAGE

The bids 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 translations shall govern.

14. TECHNICAL PROPOSAL

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**.

All the documents/information enclosed with the technical proposal should be self-attested and certified by the Bidder. The Bidders 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 sanctioning authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

15. FINANCIAL BID

- (i) The bidder shall have to quote rates in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the NIT amount. 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 found, lower of the two shall be taken as valid and correct.
- (iii) The bidder shall have to quote rates inclusive of all duties, royalties, levies 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 bid shall remain valid for a period specified in **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)

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

The EMD shall be in the form of online payment using Debit Card / Credit Card / Internet Banking or System Generated Challan in favour of Name and particulars given in **Bid Data Sheet**. The EMD shall be valid for a period of minimum six months after the date of receipt of the Bid.

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

EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.

EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.

Failure to sign the contract by the selected bidder, 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 after the date of electronic opening of technical Bid**.

E. OPENING AND EVALUATION OF BID

19. PROCEDURE

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 requisited documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.

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.

Envelope „C” (Financial Bid) of the qualified bidders shall be opened online at the time and date notified. The bidders shall have freedom to witness opening of the Envelop „C”.

After opening Envelop „C” all responsive bids shall be compared to determine the lowest evaluated bid. 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.

The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

Contents of envelope “A” and “B” are required to be submitted in physical form after the date of electronic

opening of Technical Bid at the place and date specified in the Bid Data Sheet. If the contents of documents submitted online in Envelop “A” differ with contents of physical forms submitted by the contractor after electronic opening of technical bid data sheet, the bid shall be liable for rejection as non-responsive”

During Bid evaluation the employer or its representative may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the responses shall be in writing, and no charge in the price or substance of the Bid shall be sought, offered or permitted.

20. Confidentiality

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.

Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

21. Award of Contract

The Employer shall notify the successful bidder by issuing a „Letter of Acceptance” that this bid has been accepted.

22. Performance Security-FOR BELOW 10 PERCENT RATE

Prior to signing of the Contract the bidder to whom LOA has been issued shall have to furnish performance security of the amount, form and duration, etc. as specified in the **Bid Data Sheet**.

Additional performance security, if applicable, is mentioned in the **Bid Data Sheet**.

23. Signing of Contract Agreement

The successful bidder shall have to furnish Performance security and sign the contract agreement within 15 days of issue of LOA.

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

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 action against the bidder.

24. CORRUPT PRACTICES

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

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if at any time it 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 actor or omission, including 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 a common improper purpose, including influencing improperly the actions of another party.

[End of ITB]

BidDataSheet

General

S.No.	Particulars	Data
1	OfficeinvitingTender	CHIEF MUNICIPAL OFFICER NAGAR PARISHADHANUMANADISTTMAUGANJ
2	NITNo	
3	DateofNIT	(ThedateonwhichNITisissued)
4	Biddocumentdownload availablefromdate&time	
5	Websitelink	http://www.mptenders.gov.in

ForSection1-NIT

Clasereference	Particulars	Data
2	Portalfees	Rs.AsperRequired
3	Costofbiddocument(OnlinePaymentReceipt)	CHIEFMUNICIPALOFFICERNAGAR PARISHADHANUMANADIST T-MAUGANJ
	Costofbiddocumentpayableto	(NameOf ULB- NagarParishadHAN UMANA Rs.2000.00
	Costofbiddocumentinfavourof	ChiefMunicipalOfficerNagarPALIKA ParishadHANUMANADISTTMAUGANJ
4	Affidavit	AnnexureB
5	Pre-qualificationsrequired	NO
	IfYes,details	AnnexureC
6	SpecialEligibility	NO
	IfYes,details	AnnexureD(Notapplicable)
7	KeyDates	AnnexureA

ForSection2-ITB

Clasereference	Particulars	Data
1	Nameofwork	
2	Specifications	AnnexureE
3	Procedureforparticipationintendering	AnnexureF
4	WhetherJoint-ventureisallowed	NO
	Ifyes,requirementforJointventure	AnnexureG
9	Prebidmeetingtoheld	NO
	IfYes,Date,Time&Place	Date: Timefrom:Pla ce:
12	Envelope -Acontaining: i. Registrationnumberorproofof applicationforregistrationandor ganizational details as per	Onlyonline

	Annexure,,H" ii. CostofBidDocument iii. EMD iv. AnaffidavitdulynotarizedasperAnnex ure-B Shouldreachinphysicalform	Onlyonline
14	Envelope-BTechnicalProposal	Annexure-Iand Annexure-I(FormatI-1toI-5)
15	Envelope-CFinancialBid	Annexure-J
	Materialstobeissuedbythedeptm ent	-
16	PeriodofValidityofBid	180days
17	EarnestMoneyDeposit	
	FormsofEarnestMoneyDeposit	OnlinepaymentthroughDebitCar d/CreditCard/InternetBanking o rSystemGenerated Challan
	AccountDetailsforOnlineEMDPaym ent	i. NameofAccountHolder:- NagarParishadHANUMANA, Dist.-MAUGANJ
19.70	DateandPlaceforsubmissionofPhysicalfo rmofContentsofEnvelopeAi)andii)andEn velopeBasspecifiedinClause12ofITB.	1. Date----- (Twoworking DaysafterDateofopeningofTech nicalBid) 2. Place: OfficeoftheNagarPari shadHANUMANA,Dist.- MAUGANJ(M.P.)486..... Or (Office of Divisional Executive Engineerof Urban Administration and Development Department, Division-Rewa,Rewa(M.P.)
21	LetterofAcceptance(LoA)	AnnexureL
22	AmountofPerformanceSecurity	3%
	AdditionalPerformanceSecurity,ifany	FORBELOW10PERCENTRATE
	Performancesecurityintheformat	AnnexureM
	Performancesecurityinfavourof	CHIEFMUNICIPALOFFICERNAGARP ARISHADHANUMANADISTT- MAUGANJ
	Performancesecurityvalidupto	Validcontractperiodplus3month s

(See clause 1.7 of Section 1 NIT)

Key Dates**NAME OF WORK:-**

S.No	Works Department Stage	Bidder's Stage	Start		Envelopes
			Date	Time	
1	Publishing Date of Tender-Online			17:30	Envelope Envelope Envelope C
2		Document Download/Sale Start Date	04-05-2026	17.30	Envelope Envelope Envelope C
2		Seek Clarification Start Date		-	Envelope A Envelope B Envelope C
2		Seek Clarification End Date		-	Envelope A Envelope B Envelope C
2		Bid Submission-Online Start Date	04-05-2026	17.30	Envelope A Envelope B Envelope C
2		Bid Submission-Online End Date	06-06-2026	17:30	Envelope A Envelope B Envelope C
3	Bid Opening Date		08-06-2026		
4	(Envelope-A)	Physical Submission End Date	NA	NA	Envelope A
5	Mandatory submission Open (Envelope-A)		NA	NA	Envelope A
6	Online opening (Envelope-B)		-	-	
7	Mandatory submission Open (Envelope-B)		-	-	
8	Financial Bid Open (Envelope C)		NA	NA	Envelope C

Online Payment Receipt of Earnest Money Deposit, Online Payment Receipt for the cost of bid document and Affidavit shall be submitted by the bidders so as to reach the office as prescribed in Bid Data Sheet, at least one calendar day before specified start time and date in key dates for opening of technical proposal as per key dates in Bid Data Sheet.

||AFFIDAVIT||**(To be contained in Envelope A)****(On Non Judicial Stamp of Rs.200)**

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

I/we 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 tender No. _____ for _____ (name of work) dated _____ issued by the _____ (name of the ULB).

I/we 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 turn-over is correct.
 - c. Information regarding various physical qualifications is correct.
3. No closer relative of the undersigned and our firm/company is working in the department.

OR

Following closer relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief. In the event of any information is found to be incorrect/ untrue or found violated, then without giving any prior notice, our bid shall be liable for rejection or termination of contract, without prejudice to any other rights of remedy including the forfeiture of the bid security/performance security.

Verified today _____ (dated) at _____ (Place)

Signature with Seal of the Deponent (bidder)

Note:

Affidavit duly notarized in original shall reach at least one working day before opening of the bid, by 15.00 hrs.

PRE-QUALIFICATION CRITERIA

The bidders 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 3 financial years; or
 - b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 2 financial years; or
 - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of during the last 1 financial years;
- ii. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 3 financial years.
- iii. Executed similar items of work in any one financial year during the last 3 financial years which should not be less than the minimum physical requirement if any, fixed for the work.
- iv. Bid-Capacity-
Bidders shall be allotted work up to his available Bid capacity, which shall be worked out as given in format-I-2 of Annexure I.

B. Physical

(i) Physical qualifications for the work shall be as below,

Minimum Physical Requirement		
S.No.	Item of Work	Quantity
I	II	III

(ii) Physical qualifications for the work in case of Sewerage related works shall be as below

Minimum Physical Requirement		
S.No.	Item of Work	Quantity

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

SPECIAL ELIGIBILITY CRITERIA

(See clause 2 of Section 2-ITB & clause 10 of GCC)
Specifications

1. MPUADDD Department wef 10-05-

2012 Specifications, 2.....

3.

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

WWW.-mpurban.gov.in)

The provision of general/special conditions of contract, those specified elsewhere in the bid document, as well as execution drawings and notes, or other specifications issued in writing by the Employer shall form part of the technical specifications of this work.

Procedure for participation in e-Tendering

1. Registration of Bidders on e-Tendering System

All the PWD registered bidders are already registered on the new e-procurement portal <https://www.mptenders.gov.in>. The user ID will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. For more details may contact M/s _Tata consultancy Services Corporate Block, 5th floor, DB city Bhopal-462011, emailid: eproc_helpdesk@mpsdc.gov.in. Helpdesk phone numbers are available on website.

2. Digital Certificate:

The bid 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 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 the required proofs along with an application. Only upon the receipt of the required documents, a digital certificate can be issued. For details please visit cca.gov.in.

Note:

- i. It may take up to 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 a valid class III digital certificate need not obtain another Digital Certificate for the same.

The bidders may obtain more information and the APPLICATION FORM REQUIRED TO BE SUBMITTED FOR THE ISSUANCE OF DIGITAL CERTIFICATE FROM cca.gov.in.

- ii. Bid 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 user for online bidding will be considered as equivalent to an 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 letters signed by majority of partner's 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 the responsibility of Management/Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.

3. Set Up of Bidder's Computer System:

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

4. Key Dates:

The bidders are strictly advised to follow the timeschedule (Key dates) of the bid of 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 if the bid is set by the Department.

5. Preparation and Submission of Bids

The bidders have to prepare their 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 timeschedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representatives.

6. Purchase of Bid Document

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

JOINT VENTURE (J.V.)

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

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

PARTICIPATION DETAILS	FIRM „A” (Lead partner)	FIRM „B”	FIRM „C”
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key personnel			
Execution of Work (Give details on contribution of each)			

7. The partners of J.V. should satisfy the qualification criteria as below,
 - a. The Lead Partner must have a share of minimum 51% in the J.V.
 - b. The other partner(s) must have a share of minimum 26% in the J.V.
 - c. The lead partner and the other partner must also meet 51% and 26% of the all qualification criteria respectively except for the requirement of work experience described in Annexure I-1(A). However both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose the qualification of individual partners shall be added (for Annual Average Turnover and for Bid Capacity only).
 - d. For the requirement contained in Annexure – I-1(A) for Joint Venture,
 - i. Out of 3 similar works of value more than 20% of PAC, at least 2 works must be done by lead partner and one work to be done by other partner,
 - OR
 - ii. Out of 2 similar works of value more than 30% of PAC, at least 1 (one) work must be done by lead partner and 1 (one) work to be done by other partner,
 - OR
 - iii. In case of one similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However the other partner must satisfy the criteria in (i) above i.e., at least 20% of PAC.

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

ORGANIZATIONAL DETAILS
(To be enclosed with technical proposal)

S.No	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of MP 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	
4.	Entity of Organization Individual/Proprietary Firm/Partnership Firm (Registered under Partnership Act)/Limited Company (Registered under the Companies Act- 1956)/Corporation	
4	GST	
5	PAN CARD	
6	Address of Communication	
7	Telephone Number with STD Code	
8	Fax Number with STD Code	
9	Mobile Number	
10	E-mail Address for all communications	
	Detail of Authorized Representative	
11.	Name	
12.	Designation	
13.	Postal Address	
14.	Telephone Number with STD Code	
15.	Fax Number with STD Code	
16.	Mobile Number	
17.	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:

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

5)

Note:

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

FINANCIAL & PHYSICAL EXPERIENCE DETAILS**A. Financial Requirement**

The bidders should have completed either of the below:

- three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 3 financial years; or
- two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 2 financial years; or
- one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 1 financial years;

To be filled in by the contractor:

- Details of successfully completed similar works shall be furnished in the following format.
- Certificateduly signed by the employers shall also be enclosed for each completed similar work.

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

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

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

B. Physical Requirement:

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

S.No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)		
		Year-1	Year-2	Year-3
1	Physical qualification requirement	Yes/No		
2	0			
3	0			

Note:

- Certificateduly signed by the employers shall be enclosed for the actual quantity executed in any one year during the last 3 financial years.
- Similar works: The similarity shall be based on the physical size, complexity, method technology or other characteristic of main item of work viz. earthwork, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc.

NOT REQUIRED

ANNUAL TURNOVER

Requirement:

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 3 financial years;

To be filled in by the contractor:

Financial Year	Payments received for contracts in progress or completed
1	
2	
3	

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 year to be enclosed.

Bid Capacity

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

$$\text{Bid Capacity} = (1.5AXB) - C$$

Where,

$$A =$$

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

B = Proposed contract period in year

S.

C = Amount of work in hand at present

t.

NOT REQUIRED

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
1	Digging tools like pickaxe, shovel, etc.			
2	IS Sieves Nos. with lid and pan (90mm, 80mm, 63mm, 53mm, 45mm, 37.5mm, 26.5mm, 19mm, 13.2mm, 11.2mm, 9.5mm, 4.75mm, 2.8mm, 5.6mm, 3.35mm, 2.36mm, 600 Micron, 425 Micron, 300 Micron, 150 Micron, 180 Micron, 90 Micron and 75 Micron)			
3	Sand Pouring Cylinder with tray complete for field Density test			
4	Speedy moisture meter complete with chemicals			
5	Straight Edges 3.00 meter width			
6	Liquid Limit and plastic limit testing apparatus complete with water bottle and glass wares			
7	Electronic/digital balance 5kg			
8	Pan balance with weight box, 5kg.			
9	Slump cone			
10	Concrete cube moulds (150mm X 150mm)			
11	Free swelling index test Apparatus			
12	Flakiness and elongation test in gauges			
13	Water absorption test apparatus			
14	Specific gravity test apparatus			
15	B.S. compaction apparatus			
16	Proving rings			
17	Glassware			
18	Auto level and staff			
19	Rapid moisture meter			
20	Post Hole Auger with extensions			
21	Measuring tape, spatula, glassware, porcelain dish, pestle and mortar			
22	Standard Proctor Density Test Apparatus with rammer			
23	Electronic/digital balance 1 kg with the least count of 0.01 gm.			
24	Camber Board			
25	Core Cutter (10 cm dia.) 10 cm/15 cm height complete with dolly and			

	hammer.			
26	CBRTestingmachine			
27	Oven(ambientto200°C)			
28	DigitalThermometers			
	AggregateSoundnesstestapparatus			
30	Concretecubetestingmachine			
31	Firstaidbox			
32	SamplingPipette			
33	Balance			
34	DialGauges			
35	Thicknessgauge			
36	Waterstill(4ft.)			
37	A.I.V.testingequipment			

Theabovelistofessentialequipmentforqualitycontrolisforguidanceandisnotcomplete.

Otherapparatusandequipmentasdesired/requiredbytheEngineer-in-ChargeshallbeprocuredbytheContractor

LIST OF EQUIPMENTS/MACHINES FOR CONSTRUCTION WORK

Minimum requirement			Available with the Bidder	
S.No.	Name of Equipment / Machinery	Quantity	Name of Equipment / Machinery	Quantity

**FINANCIAL BID
(TO BE CONTAINED IN ENVELOPE
C)**

APPENDIX: 2.18

(See Paragraph 2.091)

FINANCIAL BID

NAME OF WORK

I/We hereby bid for the execution of the above work within the times specified at the rate (in figures) (in words) percent below/above or at par based on the Bill of Materials 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 sum of money mentioned in the said conditions. Note:

- i. Only Percentage Rate for the scope of work given therein shall be quoted.
- ii. Percentage offer shall be quoted in figures as well as in words. If any difference in figures and words 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 price 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

(See clause 15 of Section 2 of ITB)

MATERIALS TO BE ISSUED BY THE DEPARTMENT

S.No	Name of material	Rate (Issue rate)	Unit	

**LETTER OF ACCEPTANCE (LO
A)**

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 (Name of ULB) at your bided lump sum offer as per scope of work 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 upto 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 _____ month 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 Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,

(NAME OF SIGNING AUTHORITY)

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 sums 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, upto a total of _____ [amount of Guarantee]*
_____ (in words), such sum being payable in the types and proportions of currency in which the contract price is payable, and we undertake to pay you, upon your first writtend demand and without cavil or argument, any sum or sums within the limit of
_____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sums specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before representing 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 thereunder 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

eNo., Fax No., E-mail Address, of Signing Authority _____

Date _____

*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Prices 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

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

A. General

1. DEFINITIONS

1. **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
2. **Chief Engineer:** means Chief Engineer of the Zone/basin concerned.
3. **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
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 carry the same meaning wherever used.
5. **Contract Data Sheet:** means the documents and other information which comprise of the Contract.
6. **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
7. **Contractor's bid:** means the completed bid documents submitted by the Contractor to the Employer.
8. **Contract amount:** means the amount of contract worked out on the basis of accepted bid.
9. **Completion of work:** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid documents shall not imply completion of work or any component thereof.
10. **Day:** means the calendar day.
11. **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
12. **Department:** means department of urban administration and development, Madhya Pradesh and (Name of ULB) as the case may be.
13. **Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
14. **Employer:** means The **Chief Municipal Officer NAGARPARISHADHANUMANADistt-MAUGANJ** (the party as defined in the Contract Data, who employs the Contractor to carry out the work. The employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denote the Employer)
15. **Engineer:** **means the Executive Engineer Uadd Rewa**
16. **Engineer in charge:** **Sub Engineer NAGARPARISHADHANUMANA**
17. **Engineer In Chief:** Engineer In Chief of Directorate, Urban Administration and Development
18. **Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
19. **Government:** means Government of Madhya Pradesh.
20. **In Writing:** means communicated in written form and delivered against receipt.
21. **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
22. **Superintending engineer:** means superintending engineer of the concerned division of the urban administration & development department as the case may be.
23. **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.
24. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
25. **StartDate:** means the date 14 days after the signing of agreement for the work. However, the employer may extend this time limit by another 14 days, as and when required.
26. **Sub-Contractor:** means a person or corporate body who has a Contract (duly authorized by the employer) with

ththeContractortocarryoutapartoftheconstructionworkundertheContract.

27. **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
28. **Tender/Bid, Tenderer/Bidder:** are the synonyms and carry the same meaning wherever used.
29. **UADD:** Urban Administration and Development Department
30. **Variation:** means any change in the work which is instructed or approved as variation under this contract.
31. **Work:** the expression "work" or "works" where used in these conditions shall unless there be something in it herin 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

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;

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 Annexures
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings
6. Bill of Quantities
7. Technical and Financial Bid
8. Agreement
9. Any other document(s), as specified.

3. Language and Law

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

4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/Engineers shall be sent to the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Employer/Engineers 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 notices sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notices 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 amounts 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 Material to be incorporated in the works,
 - iii. hiring of plant & machinery
- c. The sub-contractor will have to be registered in the **appropriate category** in the centralised registrations system.

temforcontractorsoftheGoMP.

6. Personnel

The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the **Annexure I-3 of Bid Data sheet, if applicable**. If the Contractor fails to deploy required number of technical staff, recovery as specified in the **Contract Data** will be made from the Contractor. **(Requirement of technical person is decided by EEUADREWA)**

If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff for workforce, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. Force Majeure

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

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.

For the period of extension granted to the Contractor due to Force Majeure the price adjustment clauses shall apply but the penalty clauses 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.

The time for performance of the relative obligations 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

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.

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 department.

9. Liability for Accidents 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, cost setc. arising in connection with injuries suffered by any person 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 thereunder.

10. Contractor to Construct the Works

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

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 requirements of the Engineer-in-charge.

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 be approved or recommended by the Engineer.

11. Discoveries

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

12. Dispute Resolution System

No dispute can be raised except before the Competent Authority (**Superintendent Engineer UADD JABALPUR/BHOPAL**) as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payments shall not be taken as raising a dispute.

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.

The Competent Authority (**Superintendent Engineer UADD JABALPUR/BHOPAL**) shall decide the matter within 45 days.

Appeal against the order of the Competent Authority (**Superintendent Engineer UADD JABALPUR/BHOPAL**) can be preferred within 30 days to the Appellate Authority as defined in the Contract data. The Appellate Authority shall decide the dispute within 45 days.

Appeal against the order of the Appellate Authority (**ENGINEER IN CHIEF**) can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.

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

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works for the construction of works.

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 shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment to be placed in field laboratory and the location of field laboratory along with the Programme. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

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

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

14. Extension of Time

If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.

The competent authority (**Municipal Council/Nagar Parishad HANUMANA**) shall grant such extension on such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under **clause-15** of this agreement.

In case of the work already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with due diligence.

15. Compensation for delay

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

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.

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. 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. In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in-charges 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-charges shall accept bankable security in lieu of retaining such amount. If the contractor is given extension of time after liquidated damages have been paid, the engineer in charges shall correct any overpayment of liquidated damages by the Contractor in the next payment certificate. In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sums or retained shall be adjusted against liquidated damages levied.

16. **Contractor's quoted offer: NA**
The contractor's quoted lump sum offer referred to in the "Bid for works" will be deducted/added from/to the net amount of the bill after deducting the cost of materials supplied by the department.

C. Quality Control

17. **Tests**
The Contractor shall be responsible for:
a. Carrying out the tests prescribed in specifications, and
b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
The contractor shall have to establish field laboratory within the times specified **15 Days** and having such equipments as are specified in the Contract Data. Failure of the contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.
Ten percent of the mandatory tests prescribed under the specifications shall be got carried out through Laboratories accredited by National Accreditation Board of Laboratories (NABL) by the Engineer-In-Charge and the cost of these such testings shall be deducted from the payments due to Contractor.
18. **Correction of Defects noticed during the Defect Liability Period**
The defect liability period **3 Year** of work in the contract shall be the Contract Data and **Decided by EEUAD DREWA**
The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the times specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. Cost Control

19. **Variations-Change in original Specifications, Designs, Drawing etc.**
The Engineer in charges 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 writings signed by the Employer, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.
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 charges shall be conclusive as to such proportion.
20. **Extra items**
All such items which are not in the 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 and is included in the SOR of the department, the rates shall be arrived at by applying the quoted tender percentage on the SOR rate.
- c. If the rates of the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (price dBOQ) for the work.
- d. If the rates are for the altered, substituted work cannot be determined in the manners specified in the subclause (c) above - then the rates for such composite work items shall be worked out on the basis of the concerned schedule of rates minus/plus the percentage quoted by the contractor.
- e. If the rates of a particular part or parts of the item is not in the schedule of rates and the rates for the altered, or substituted work item cannot be determined in the manners specified in subclause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under subclause (a) to (d). In case the contractor does not accept the rate approved by Engineer in charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. **CE/EINCUA DDBHOPAL** The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

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

If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work. 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 idleness and machinery due to any alteration or restriction of work for whatsoever reason. The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. No Interest Payable

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

24. Recovery from Contractors

Whenever any claim against the Contractor for the payment arises under the contract, the Department 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 sum payable under the contract to the contractor..
- (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.
- (c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land revenue Code.

25. Tax

The rates (in case of percentage rate bids)/lump-sum offer (in case of lump-sum bids) quoted by the Contractor shall be deemed to be inclusive of all duties, royalties, levies 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 liability, if any, on account of quarry fee, duties, taxes (except GST), royalties and levies in respect of material consumed or services rendered on public work shall be borne by the Contractor.

Any Changes in the taxes due to change in legislation or for any other reasons shall not be payable to the contractor.

26. Check Measurements

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

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

26.3. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the

date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. Termination by Engineer in Charge

If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time. The Engineer in charge shall be entitled to terminate the contract if the Contractor

- a) Abandon the works or otherwise plainly demonstrate the intention not to continue performance of his obligations under the contract;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
- d) the Contractor does not maintain a valid instrument of financial security, as prescribed;
- e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
- g) if the Contractor, in judgement of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
- h) Any other fundamental breaches as specified in the Contract Data.

In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of subparagraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately. Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. Payment upon Termination

If the contract is terminated under clause 27.3, the Engineers shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalties as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-charge and shall be final and binding on both the parties.

payment on termination under clause 27.4 above, the Engineers shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

29. Performance Security

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

30. Security Deposit

Security deposit shall be deducted from the each running bill at the rate as specified in the contract data. The total amount of security deposits deducted shall not exceed the percentage of contract prices specified in the Contract data.

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.

The Security deposit shall be refunded on completion of defect liability period.

31. Price Adjustment

Applicability

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

Procedure

1. Contract prices shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following formula and procedures and as per formula given in the contract data.
2. The price adjustable shall be determined in each quarter from the formula given in the contract data.
3. Following expression and bearing as assigned to the work done during each quarter:

$$R = \text{Total value of work done during the quarter} \pm \text{value of secured advance granted, if any, during the quarter} - \text{the amount of secured advance recovered, if any during the quarter, less value of material issued by the contractor during the quarter.}$$

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

To the extent that compensation for any rise or fall in costs to the contractor is not covered by the provision of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant to the calendar month.

For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favor of the Employer, these shall be recovered from the sum payable to the Contractor.

32. Mobilization and Construction Machinery Advance

Payment of advance shall be applicable as provided in the Contract Data.

If applicable, the Engineer in charge shall make in advance payment to the contractor of the amounts started in the Contract Data against a guarantee by the contractor of an unconditional Bank Guarantee in a form and by a nationalized / Scheduled bank, in the name as stated in the Contract data, in an amount equal to the advance payment. The bank guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.

The rate of interest shall be as per Contract data.

The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admitted only from new construction machinery.

The advance payments shall be recovered as stated in the Contract data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. Secured Advance

Payment of secured advances shall be applicable if provided in the Contract data.

If applicable, the Engineer shall make advance payment against materials intended for but not yet incorporated in the works and against provision by the contractor of an unconditional bank guarantee in a form and by a nationalized / scheduled bank, in the name as stated in the contract data, in an amount equal to the advance payment. The bank guarantee shall remain effective until the advance payment has been adjusted, but the amount of the guarantee shall be progressively reduced by the amounts adjusted by the contractor.

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

These secured advance payments shall be recovered as stated in the Contract data.

34. Payment Certificates

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

- (a) The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed as per the Billing Break-up in section 6.
- (b) The engineer shall check the Contractor's monthly statement and certify the amount to be paid to the contractor.
- (c) The value of work executed shall be determined, based on the measurements approved by the Engineer/Engineer in charge.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Billing Break-up given in Section 6.
- (e) The value of work executed shall also include the evaluation of variations and compensation events.
- (f) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- (g) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h) Payment of intermediate certificates shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.

- (i) Intermediate payments 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 or any part thereof, in any respect or the occurring of any claim.
- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

E. Finishing the Contract

35. Completion Certificate

A completion certificate in the prescribed format in Contract data shall be issued by the Engineer in charge after physical completion of the work.

After final payment to the contractor, a final completion certificate in the prescribed format in the contract data shall be issued by the Engineer in charge.

36. Final Account

The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's

account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days as scheduled that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the competent authority as defined in the Contract data, who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer in Charge.

In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

G. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

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 these several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

39. COMPLIANCE WITH LABOUR REGULATIONS

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 by laws of the State or Central Government or local authority and any other labour law (including rules), regulations, by laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-

observance of the provisions stipulated in the notifications/by laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damages suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no cases shall be treated as the employees of the Employer at any point of time.

40. Audit and Technical Examination

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. To be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him

to have been done under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for government to recover the same from him in the

nnerprescribedinclause24aboveandifitisfoundthatthecontractorwaspaidlessthanwhatwasdueto

him, under the contract in respect of any work executed by him under it, the amount of such underpayments shall be duly paid by government to the Contractor.

41. 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 by laws of the state or central government or local authority and any other labour law (including rules), regulations, by laws 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 as given in the contract data. The contractor shall keep the employer indemnified in case any action is taken against the employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/by laws/Acts/Rules regulations including amendments, if any, on the part of the contractor, the engineer/employers shall have the right to deduct from any money due to the contractor including his amount of performance of security. The employer/engineers shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damages suffered by the employer. The employees of the contractor and the sub-contractor in no cases shall be treated as the employees of the employer at any point of time.

42. Jurisdiction

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

[End of GCC]

ContractData

Clasereference	Particulars	Data
1.14	Employer	ChiefMunicipalOfficerNagarParishadHANUMANADistt-MAUGANJ
1.15	Engineer	ExecutiveEngineerUADDRewa
1.16	Engineerincharge	SubEngineerNagarParishadHANUMANADistt-MAUGANJ
1.22	Stipulatedperiodofcompletion	
3	Language&LawofContract	English&IndianContractAct1872
4	Address&contactdetailsoftheContractor	AsperAnnexureH
	Address&contactdetailsoftheEmployer/Engineer-phone,Fax,e-mail.	_____
5	Subcontractingpermittedforcontractvalue	25%oftheContractvalue
6	TechnicalPersonnelto beprovidedbythecontractor-requirement&	AsperAnnexureI(FormatI-3)DecidedByUADDREWA
	Penalty,ifrequiredTechnicalpersonalnotemployed	Rs.20,000/-permonth
10	Specifications	C
	Drawings	AsperAnnexureN
12	ComponentauthorityfordecidingdisputeunderDisputeresolutionsystem	SuperintendingEngineerofUADD JABALPUR/BHOPALinchargeofConcernedDivision
	AppellateAuthorityfordecidingdisputeunderDisputeresolutionsystem	Engineer-In-Chief/ChiefEngineerUADD
13	Periodofsubmissionofupdatedconstructionprogram	15daysuponsigningtheagreement
	Amounttobewithheldornotsubmittingconstructionprogramintheprescribedperiod	0.20%oftheContractAmount
14	CompetentAuthorityforgrantingTimeExtension	NAGARPARISHAD HANUMANADistt-MAUGANJ
15	Milestoneslaiddownforthecontract	YES/NO
	IfYes,detailsofmilestones	AsperAnnexureO
	Liquidateddamage	AsperAnnexureP
17	Listofequipmentsforlab	AsperAnnexureQ
	Timetoestablishlab	15DaysAfterWorkorderofsigningtheagreement
	PenaltyfornotestablishingfieldLaboratory	0.20%oftheContractamounttilltheestablishmentofLab
18	DefectLiabilityPeriod	36Monthsafterphysicalcompletionofwork/DecidedbyUADDREWA.....
21	Competentauthorityfordeterminingtherate	Engineer-In-Chief
27	Anyotherconditionsforbreachofcontract	_____

Claus erefe nce	Particulars	Data
28	Penalty	Penaltyshallinclude (a) Securitydepositasperclause30ofGeneralcondit ionsofcontractand (b) Liquidateddamagesimposedasperclause15or performancesecurity(Guarantee)includingadditio nalperformancesecurity(Guarantee),ifany,asper clause29ofGeneralconditionsofcontract,whicheve rishigher.
29	PerformanceGuarantee(security)s hallbevalidupto	Tillissueofphysicalcompletioncertificateaspercla use35.1
30	Securitydeposittobededuct edfromeachrunningbill	Astherateof7%(maximumdeductionupto7%frome achrunningbill)
	Maximumlimitofdeductionofsec uritydeposit	Upto7%ofFinalcontractamount.
31	Priceadjustmentformulaandproc eduretocalculate	AsperAnnexureR (NOTAPPLICABLE)
31.1(1)	Priceadjustmentshallbeap plicable	(NOTAPPLICABLE)
32	32.1MobilizationandConstructio nMachineryAdvanceapplicable	NoMobilizationanConstructionMachineryAdva ncepayable
	32.2Ifyes,unconditionalBa nkGuarantee	IntheformatprescribedinAnnexure-S
	32.3Ifyes,Rateofinteres tchargeableonadvance	10%annualsimpleinterest
	32.4Ifyes,Type&Amoun tpaymentthatcanbepai d	1. Mobilizationadvance-Notmorethan __%ofcontractamount 2. ConstructionMachineryadvance- notmorethan%ofcontractamount
	32.5Ifyes,RecoveryofAdvancepa yment	RecoveryofMobilizationand/orConstructionMach ineryadvanceshallcommencewhen10%ofthecontr actamountisexecutedandrecoveryoftotaladvances hallbedoneonpro- ratabasisandshallbecompletedbythetimeworkequ ivalentto80%ofthecontractamountisexecuted. Inadditiontotherecoveryofprincipalamount,recover yofinterestshallbecarriedoutascalculatedontheouts tandingamountofprincipalatthecloseofeachmonth.T heinterestshallbeaccruefromthedayofpaymentofad vanceandtherecoveryofinterestshallcommencewhe n10%ofthecontractamountisexecutedandshallbeco mpletedbythetimeworkequivalentto80%ofthecontr actamountisexecuted.
33	33.1SecuredAdvanceapplicable	NoSecurityAdvancepayable
	33.2Ifyes,UnconditionalbankGua rantee	IntheformatprescribedinAnnexure-T

Clause reference	Particulars	Data
	33.3 If yes, Conditions for secured Advance	<p>a) The materials are in accordance with the specification of works,</p> <p>b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the engineer. The contractor shall store the bulk material in measurable stacks,</p> <p>c) The Contractor's records of the requirements, ordered, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;</p> <p>d) The contractor has submitted within this month a statement of the estimated value of the materials on site together with such documents as may be required by the engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the engineer.</p>
	33.4 If yes, recovery of secured advance	The advances shall be repaid from each succeeding monthly payment to the extent materials [for which advance was previously paid] have been incorporated into the works.
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	_____
39	Salient features of some of the major labour laws that are applicable	As per Annexure-W
41	Competent Authority	_____

DRAWINGS

DETAILS OF MILESTONES

(Shall be decided by ULB for every project)

NAGAR PARISHAD HANUMANADI STT.-REWA (M.P.)

CONSTRUCTION SCHEDULED

Sl.No.	Name of Component	DATE
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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 sum 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 timespan.
- 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 timespan.
- iii. Slippage exceeding 50% but up to 75% in financial target during the milestone under construction - 7.5% of the work remained unexecuted in the related timespan.
- iv. Slippage exceeding 75% in financial target during the milestone under consideration - 10% of the work remained unexecuted in the related timespan.

Note: For arriving at the dates of completion of timespan 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 compensations shall be levied on the contractor at the rate of 0.05% per day of delay limited to maximum of 10% of contract price.

The decision of **Chief Engineers** shall be final and binding upon both the parties.

(See clause 10 of Section 3 of GCC)

LIST OF EQUIPMENT FOR QUALITY CONTROL LAB

(See clause 10 of Section 3 of GCC)

PRICE ADJUSTMENT

The formulas for adjustment of price shall be as follows:-

R = value of work as defined in clause 2.2(3) of General Conditions of Contract

Weightages* of component in the work

S.No.	Component	Percentage of component in the work
1	Cement - P _c	
2	Steel - P _s	
3	Bitumen -	
4	POL -	

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

Adjustment for cement component

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

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

V_c

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

C₀ = The all India Wholesale price index for Grey cement on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

C₁ = The all India average wholesale price index for Grey cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

P_c = Percentage of cement component of the work

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

Adjustment of Steel component

- (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:-

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

V_s

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

S₀

_____ = The all India wholesale price index for steel (**Bars and Rods**) on the date of opening of bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

S₁

_____ = The all India wholesale price index for steel (**Bars and Rods**) for the month under consideration as published by the 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 of Bars and rods has been chosen to represent steel group.

Adjustment of bitumen component

(ii) 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 at nearest center on the date of opening of Bids.

B_1 = _____
The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

(i) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula:

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

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

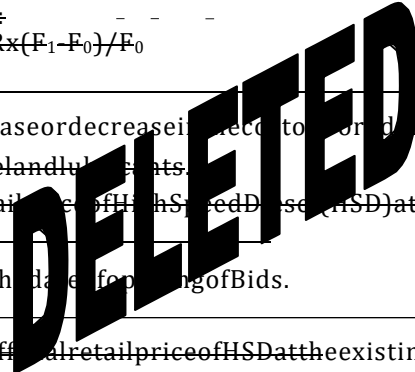
F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pump of IOC at _____ nearest center on the date of opening of Bids.

F_1 = _____
The official retail price of HSD at the existing consumer pump of IOC at the nearest center for the 15th day of month of the under consideration.

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

Note:

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



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 _____ and not assure merely, the payment to _____ [name of Employer] only. This is without whatsoever right of obligation on our part and without this first claim to the Contractor for the amount not exceeding [amount of guarantee]* [in words].

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

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

Yours truly,

Signature and Seal:
Name of Bank/Financial Institution:-
Address:-
Date:-

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

description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(6) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be 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 for 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.

(7) That the Contractor hereby charges all the said material with the repayment to the Employer of the said sum of Rupees and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents provided always and the Contractor has agreed and declared that notwithstanding anything in the said agreement and without prejudice to the provisions contained therein if and whenever the covenant for payment and repayment there-in before contained shall become enforceable the monies owing shall not be paid in accordance therewith till the Employer may at any time thereafter adopt any of the following courses as he may deem best:

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions 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 these seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security depositor any sum due to the Contractor under the said agreement.

(8) That except in the event of such default on the part of the contractor as aforesaid interest on the said advances shall not be payable.

(9) 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 decisions shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference. '„

Physical Completion Certificate

Name of Work:

Agreement No. _____ Date _____
_____ Amount of Contract Rs _____

Name of Agency: _____ U

_____ MB No.: _____ L

_____ 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

Chief Municipal Officer
Nagar Parishad HANUMANA
Distt-MAUGANJ

Final Completion Certificate

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Used MB No. _____

Last Measurement recorded

b. Page No. & MB No. _____

c. 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 the best of my ability that the work has been done properly.

Date of Issue

Chief Municipal Officer
Nagar Parishad HANUMANA
Distt - MAUGANJ

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 as 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 promotion 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 get 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 regulation of employment of children in

all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:-
The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-
All the establishments who carry on any building or other construction work and employ 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 workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948:-
The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section3
ConditionsofContra
ct
Part-IISpecialConditionsofContract[SCC]

ChiefMunicipalOfficerNa
garParishadHANUMANA
Distt- MAUGANJ

Section4
PriceBreak-UpSchedule

NotApplicable

**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 expressions 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 of 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.

Inwitnessed whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of: _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

BILLOFQUANTITY