

-*INDORE MUNICIPAL CORPORATION, INDORE

APPENDIX 2.10

TENDER DOCUMENT

FOR PERCENTAGE RATE ONLY IN WORKS DEPARTMENT AND OTHER DEPARTMENT

NIT Number and Date: 02/Project cell/2026-2027

Date 19.05.2026

Agreement Number and Date : _____

Name of Work : Construction of CC road From Tigaria Badshah road to Ujjain Naka Banganga Road via Kushwah Nagar under Kayakalp Scheme (Second call)

Name of the Contractor : _____

Probable Amount of Contract

(Rs. In Figure) : **Rs. 16,26,48,819/-**

(Rs. In Words) : **Rs. Sixteen Crore Twenty six Lakh Forty Eight Thousand And Eight Hundred Nineteen Only.**

Contract Amount

In Figure) : _____

(Rs. In Words) : _____

Stipulated Period of Completion : **11 Month (i/c rainy season)**

Tender Document

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Section-1

INDORE MUNICIPAL CORPORATION, INDORE

Palika plaza phase -II, 1stFloor, Indore E-mail: rdde_imc@yahoo.co.in

Project Cell

NIT No. :- 02/Project cell/2026-2027

Date 19.05.2026

TENDER – NOTICE

Online percentage rate tender based on MPUADD SOR Road & Bridges 25-26 w.e.f 8-11-2025 and Vol-1, 2 & 4 w.e.f 02-08-2021 (including all amendment till the date of NIT) are invited for following works. Tender forms may be purchased online by the contractors registered in appropriate class in centralized registration of M.P. P.W.D.

Gr. No.	Name of Work	Estimated Cost of Work	Cost of Tender Form	Earnest Money Deposit	Completion Period
1.	Construction of CC road From Tigaria Badshah road to Ujjain Naka Banganga Road via Kushwah Nagar under Kayakalp Scheme. (Second call)	Rs 16,26,48,819/-	Rs 30,000/-	Rs 8,13,244/-	11 Month (i/c rainy season)

Important Dates for Tender Processing is as under:-

1. Last date for Purchase and submission of Tender : 05.06.2026 till 05:30PM Hrs.
2. Pre bid Meeting : 26.05.2026 at office of
Executive Engineer (Project Cell) 101, 102 Palika Plaza, Phase-II, MTH Compound Indore at 04:00 PM
3. Technical bid will be opened online : 06.06.2026.
4. Amendment to NIT, if any would be published on website only.
5. GST will be paid extra as applicable as per govt. circulars to the contractor. All other taxes will be paid by the contractor only.
6. Tender Document and other details shall be available on: - Website- www.mptenders.gov.in
visit us at www.imcindore.org
7. The Bid Document can be purchased only online from 11:00 AM (time) 20/05/2026 (date) to 05:30 PM (time) 05/06/2026 (date).

**Executive Engineer
(Project Cell)
Indore Municipal Corporation, Indore**

INDORE MUNICIPAL CORPORATION, INDORE

Palika plaza phase II, 1st Floor, Indore Notice Inviting e-Tenders

NIT No. :-02/Project cell /2026-2027

Date 19.05.2026

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

Sr. No.	Name of Work	Estimated Cost of Work	Cost of Tender Form	Earnest Money Deposit	Completion Period
1.	Construction of CC road From Tigaria Badshah road to Ujjain Naka Banganga Road via Kushwah Nagar under Kayakalp Scheme. (Second call)	Rs 16,26,48,819/-	Rs 30,000/-	Rs 8,13,244/-	11 Month (i/c rainy season)

1. All details relating to the Bid Document(s) can be viewed and downloaded from the website mentioned in NIT.
2. Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay the cost of Bid Document;
 - ii) deposit the Earnest Money; (On line Receipt)
 - iii) Submit a check list; and
 - iv) Submit an affidavit.

Details can be seen in the Bid Data Sheet

4. Eligibility for Bidders:
 - (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.
 - (b) The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.
 - (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
5. Pre-qualification – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. Special Eligibility - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
7. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

Executive Engineer

Indore Municipal Corporation, Indore

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 E-TENDERING

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

4. ONE BID PER BIDDER

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

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

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the 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, Bid data sheet with all annexure
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data with all Annexure ; and
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings,
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other document(s), as specified.

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

9. Pre-Bid Meeting (where applicable)

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

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

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

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

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

10. Amendment of Bid Documents

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

10.2 All amendments shall form part of the Bid Document.

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

C. PREPARATION OF BID

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

12. DOCUMENTS COMPRISING THE BID

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

Part 1 – This shall be known as **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) EPF Registration
- v) 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 bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14 .TECHNICAL PROPOSAL

- 14.1 Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.
- 14.2 All the documents / information enclosed with the technical proposals should be self attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information are found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

15. FINANCIAL BID

- i. The bidder shall have to quote rates in format referred in Bid Data sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words 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”
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Bid Data Sheet.
- 17.2 The EMD shall be in the form of Online payment using Debit card/ Credit card/ internet Banking or system generated challan in favor of name and particulars given in bid data sheet. The EMD shall be valid for a period of min 6 months after the date of receipt of the Bid.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.
- 17.6 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.

E. OPENING AND EVALUATION OF BID

19 PROCEDURE

- 19.1 Envelope 'A' shall be opened first online at the time and date notified and it's contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 19.2 Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened. The information will be given to all bidders by email.
- 19.3 Envelope 'C' (Financial Bid) of the qualified bidders shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
- 19.4 After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.
- 19.7 In Exceptional case, if physical submission of certain documents is found essential, then expressed prior permission must be obtained in writing by the tender issuing authority from an authority, as authorized by the State Government. In such a case, such documents are required to be submitted physically at the place and date specified in the Bid Data Sheet. In case of any mismatch in the documents submitted in the physical form and that uploaded online, or if the contractor fails to submit the document physically, the bid shall be liable for rejection as non-responsive.

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.
- 20.1 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of his bid.
- 20.2

F. AWARD OF CONTRACT

21. Award of Contract

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

22. Performance Security

- 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 and shall be in the form and for the duration etc. similar to performance security.
- 22.1
- 22.2

23 Signing of Contract Agreement

- 23.1 The successful bidder shall have to furnish Performance security and additional Performance security, if any, and sign the contract agreement within 15 days of issue of LOA.
- 23.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.
- 23.3 In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

24. CORRUPT PRACTICES

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

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

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

- a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- b. “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;
- c. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

[End of ITB]

BID DATA SHEET

General

Sr.No.	Particulars	Data
1	Office inviting Tender	INDORE MUNICIPAL CORPORATION, INDORE
2	NIT No	02/Project cell/2026-2027
3	Date of NIT	19.05.2026
4	Bid document download Available from date & time	20.05.2026
5	Website link	http://www.mptenders.gov.in

Section 1 - NIT

Clause Reference	Particulars	Data
2	Portal fees	Rs. (shall be reflected on the portal)
3	Cost of bid document	Rs.30,000 /-
	Cost of bid document payable at	Bidders shall be directed to the payment gateway through the portal
	Cost of bid document in favor of	-
4	Affidavit format	Annexure B
5	Pre-qualifications required	Yes
	If Yes, details	As per Annexure C
6	Special Eligibility	Yes
	If Yes, details	As per Annexure D
7	Key Dates	Annexure A

Section 2 - ITB

Clause Reference	Particulars	Data
1	Name of work	Construction of CC road From Tigaria Badshah road to Ujjain Naka Banganga Road via Kushwah Nagar under Kayakalp Scheme. (Second Call)
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	No
	If yes, requirement for Joint venture	Annexure G
9	Pre bid meeting to held	YES
	If Yes, Date, Time & Place	26.05.2026 at 4:00 PM office of Executive Engineer (Project Cell) 101, 102 Palika Plaza, Phase-II, MTH Compound Indore
12	Envelope –A containing: i. Registration number or proof of application for registration & organizational details as per Annexure 'H' ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized	To be submitted online only

	as per Annexure –B	
14	Envelope-B Technical Proposal	Annexure–I (Format I-1 to I-5)
15	Envelope-C Financial Bid	Annexure – J
	Materials to be issued by the department	Nil
16	Period of Validity of Bid	180 Days
17	Earnest Money Deposit	Rs. 8,13,244/-
	Forms of Earnest Money Deposit	Online payment through debit/credit card/internet banking or system generated challan.
	Account details for Online EMD payment
21	Letter of Acceptance (LOA)	Annexure L
22	Amount of Performance Security	3% of contract amount
	Additional Performance Security, if any	As per circular no F53 / 2 /2011 / Yo / 19/ 2822 Bhopal Dated 10-Aug-2022 (Attached)
	Performance security in the format	Annexure M
	Performance security in favor of	Commissioner, IMC, Indore
	Performance security valid up to	Contract Period Plus Three Months

Key Dates

S No.	Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1.		Purchase of Tender – Online	20.05.26	11:00	05.06.26	17:30	
2.		Bid Submission – Online		-	05.06.26	17:30	
3.	Mandatory Submission Open (Envelope A)		06.06.26	17:30			Envelope A
4.	Technical Proposal Open (PQ Envelope B)		06.06.26	17:30			Envelope B
5.	Financial Bid Open (Envelope C)			-	-	-	Envelope C

|| AFFIDAVIT ||
(To be contained in Envelope A)
(On Non Judicial Stamp Rs.100)

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

I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by the _____ (name of the 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 close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

- i. Experience of having successfully Executed:
 - a. Three similar works (Cement Concrete road work) each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or
 - b. Two similar works (Cement Concrete road work) each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or
 - c. One similar work (Cement Concrete road work) of aggregate cost not less than the amount equal to 50% of the probable amount of during the last 5 financial years;

Note:

1. Bidders are required to submit the corresponding Work execution Certificates issued by the respective clients. The Certificates should be issued by respective authority (Not below Executive Engineer) of client.
 2. **The financial year will be from 2021-22 to 2025-26.**
- 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. Submission of certificate from chartered accountant is to be submitted for last 3 years with audited balance sheet **(i.e audited balance sheet of financial year from 2022-23 to 2024-25).**

SPECIAL ELIGIBILITY CRITERIA

B. Physical

i. Physical qualifications for the work shall be as below,

S. No.	Particulars	Quantity	Period
1	Physical qualification required	Yes	
2	PQC (M35 and above)	2600 Cum	PQC quantity executed in single work order within financial year 2021-22 to 2025-26

(The Employer shall specify all physical qualifications required).

Note:

1. Bidders are required to submit the PQC Quantity execution Certificates issued by the respective clients. The Certificates should be issued by respective authority (Not below Executive Engineer) of client.

Specifications

1. MP UADD Specifications,

(The soft copy of above specifications is available at departmental website
www.mpurban.gov.in)

2. MORTH SPECIFICATIONS (Upto date revision) PUBLISHED BY IRC FOR ROAD AND BRIDGE WORKS
3. MPPKVVCO. LTD. SPECIFICATIONS FOR ELECTRICAL WORKS

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

(See clause 3 of Section 2-ITB)

Procedure for participation in e-Tendering

Bidder Online Enrollment

As Government of Madhya Pradesh has decided to switch over to <https://mptenders.gov.in/nicgep/app> for all electronic tendering requirements, all Bidders /Contractors / Suppliers are requested to register and enroll in this portal by clicking the link Online Bidder Enrollment on right hand side of the portal.

This registration window is kept free of charge till 31st December 2018, after that, registration fee will be applicable. All are requested to register before 31st Dec 2018. Help for Contractor and / or Bidder Manual kit available in the same Home page can be referred for any clarifications. Bidders having valid Digital Signature Certificates may use the same for registration. New Purchases may be of Class 3 Signing Certificate. Bidders can provide their MSME details also, for online verification.

In case of any assistance please call **Help desk numbers 0120-4200462, 0120-4001002.**

[Click Here to Visit e-Tendering portal](#)

Procedure for participation in e-Tendering

1. Registration of Bidders on e-Tendering System

As Government of Madhya Pradesh has decided to switch over to <https://mptenders.gov.in/nicgep/app> for all electronic tendering requirements, all Bidders/Contractors/ Suppliers are requested to register and enrol in this portal by clicking the link Online Bidder Enrolment on right hand side of the portal.

This registration window is kept free of charge till 31st December 2018, after that, registration fee will be applicable. All are requested to register before 31st Dec 2018. Help for Contractor and/ or Bidder Manual kit available in the same Home page can be referred for any clarifications. Bidders having valid Digital Signature Certificates may use the same for registration. New Purchases may be of Class 3 Signing Certificate. Bidders can provide their MSME details also, for online verification.

In case of any assistance please call Help desk numbers 0120-4200462, 0120-4001002.

2. Digital Certificate:

Digital Signature Certificates (DSC) are the digital equivalent (that is electronic format) of physical or paper certificates. Examples of physical certificates are drivers' licenses, passports or membership cards. Certificates serve as a proof of identity of an individual for a certain purpose; for example, a driver's license identifies someone who can legally drive in a particular country. Likewise, a digital certificate can be presented electronically to prove your identity, to access information or services on the Internet or to sign certain documents digitally.

Like physical documents are signed manually, electronic documents, for example e- forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

The different types of Digital Signature Certificates are:

Class 2: Here, the identity of a person is verified against a trusted, pre-verified database. Class 3: This is the highest level where the person needs to present himself or herself in front of a Registration Authority (RA) and prove his/ her identity.

DSC of Class 2 and Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for e-filing on the e-Tendering Portal.

The cost of obtaining a digital signature certificate may vary as there are many entities issuing DSCs and their charges may differ. The approximate cost could vary between ₹ 2000 to ₹ 3000 depending on the number of years for which it is issued.

It is mandatory to have a valid digital signature certificate for e-filing the forms on e-Tendering portal. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC. 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 valid class III digital certificate need not obtain another Digital Certificate for the same.

3. Set Up of Bidder's Computer System:

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

4. Key Dates:

The bidders are strictly advised to follow the time schedule (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 as set by the Department.

5. Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal
 - i. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e Mudhra CA/GNFC/IDRBT/ Mtnl Trustline/ Safe Script/ TCS.
 - ii. Bidder then logs into the portal giving user id/ password chosen during enrolment.

- iii. The e-token that is registered should be used by the bidder and should not be misused by others.
- iv. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- v. For purchasing of the bid document bidders have to pay Service Charge online only which is Rs. [as per Bid Data Sheet]. Cost of Bid document is separately mentioned in the detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Debit/Credit card. Net banking or NEFT Challan through the payment gateway provided on the portal.
- vi. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- vii. After downloading/ getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- viii. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- ix. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- x. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- xi. Bidder should arrange for the EMD as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- xii. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- xiii. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- xiv. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- xv. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/ Invalid bids and are not considered for evaluation purposes.
- xvi. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- xvii. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xviii. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- xix. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no,

date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

- xx. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- xxi. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- xxii. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- xxiii. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- xxiv. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- xxv. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
- xxvi. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

Note:

- i. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- ii. IMC shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- iii. In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- iv. IMC reserves the right for extension of due date of opening of technical bid.

JOINT VENTURE (J.V.)

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

1. No of partners in a joint venture shall not exceed 3 (three). The 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 agreement should indicate precisely all members of JV in respect of planning, design, construction equipment, key personnel, execution, and financing of the project. All members of JV should have active participation during the currency of the contract. This should not be varied/modified subsequently of the employer;
 - f. The joint venture agreement should be valid and binding on all partners; and
 - g. a copy of the Joint Venture Agreement shall be submitted with the bid.
2. All the partners should meet required for the bid and collectively must meet the criteria this requirement will result in rejection of the joint venture's bid
3. The performance in the name of the partner Lead partner/joint venture.
4. Attach the power of partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. An individual bidder time be member of Joint Venture applying for bid. Further a member of a particular Venture can not be member of any Bidder Joint Venture applying for this bid.
6. Furnish details of proposed in the joint venture as below:

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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 meet at least 50% requirement of technical and financial eligibility criteria required for the bid.
 - b. The other partner(s) must meet at least 25% requirement of technical and financial eligibility criteria required for the bid.
 - c. The lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.
8. For meeting the minimum qualification criteria of experience of similar nature work, every partner can have experience of different works as defined in similar nature works and together should have the experience of all types of works described in similar nature works.

ANNEXURE "H"

(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/ Joint Venture	
5.	PAN Number	
6.	GST Number	
7.	Address of Communication	
8.	Telephone Number with STD Code	
9.	Fax Number with STD Code	
10.	Mobile Number	
11.	E-mail Address for all communications	
	Details of Authorized Representative	
12.	Name	
13.	Designation	
14.	Postal Address	
15.	Telephone Number with STD Code	
16.	Fax Number with STD Code	
17.	Mobile Number	
18.	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	Format : I - 1
2	Annual Turnover	Format : I - 2
3	List of technical personnel for the key Positions	Format: I - 3
4	List of Key equipment's/ machines for quality control labs	Format: I - 4
5	List of Key equipment's/machines for Construction work.	Format: I – 5

Note:

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

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:**iii. The bidder should have Executed either of the below:**

- a. Three similar works (Cement Concrete road work) each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or
- b. Two similar works (Cement Concrete road work) each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or
- c. One similar work (Cement Concrete road work) of aggregate cost not less than the amount equal to 50% of the probable amount of during the last 5 financial years;

Note:

1. Bidders are required to submit the corresponding Work Execution Certificates issued by the respective clients. The Certificates should be issued by respective authority (Not below Executive Engineer) of client.
2. The financial year will be from 2021-22 to 2025-26.

To be filled in by the contractor:

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

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

Note:

1. Similar works: Similar works define as construction of cement concrete road.

ANNUAL TURN OVER

Requirement:

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 3 financial years. Submission of certificate from chartered accountant is to be submitted for last 3 years with audited balance sheet (i.e audited balance sheet of financial year from 2022-23 to 2024-25).

To be filled in by the contractor:

To be filled in by the contractor:

Financial Year	Payment received for contracts in progress or completed
1 – 2022-2023	
2 – 2023-2024	
3 – 2024-2025	

Note:

- i. Annual turnover of construction should be duly certified by the Chartered Accountant.

(See clause 14 of Section 2 of ITB & Clause 6 of ITB)

LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS

Contractor will have to appoint the following key personnel during the execution and entire contract period.

The qualification and experience requirements are as under.

S.N.	Details	Required nos.
1.	Project Engineer with Degree in Civil Engineering having minimum 7 years of relevant experience.	One
2.	Quantity Surveyor/ Quality Control Engineer/ Billing engineer with Degree in Civil Engineering having minimum 5 years of relevant experience	Two
3.	Site engineer with diploma in Civil Engineering having minimum 3 years of relevant experience	Two

List of Key Equipment's/Machines for Quality Control Labs

S.No.	Name of Equipment/ Machinery
1.	Compression testing machine 100 MT and 5 MT capacity
2.	Cube and Beam moulds (Min. 12 nos.)
3.	Balance (2 type) volume measuring apparatus & hand tools etc.
4.	Electronic Balance
5.	Oven
6.	Sieves, sieve shaker and hydrometer
7.	Proctor/ modified proctor (IS heavy) density equipment
8.	Sand replacement cylinder, core cutter and moisture meter.
9.	Slump cone.
10.	Vicat apparatus
11.	SPT equipment and hand auger
12.	Los Angeles Abrasion test/ Impact Testing Machine.
13.	Core cutting machine for DLC and PQC
14.	Flexural strength testing machine.
15.	Rebound Hammer

LIST OF EQUIPMENTS / MACHINES FOR CONSTRUCTION WORK

Bidders will be required to provide following equipment/ machines for the construction along with other necessary equipment for successful completion of the work.

S.No.	Name of Equipment /Machinery	Min Quantity Required
1.	RMC plant with electronic control having capacity minimum 30 TPH	1 No.
2.	Concrete Transit Mixer (6Cum)	3No.
3.	Vibratory Roller (Tandem Double Drum)	1No.
4.	Earth Compactor (Single Drum)	1No.
5.	Loader with BackHoe	2 No.
6.	Tipper Truck	2 No.
7.	Diesel Generator (25– 50Kw)	1 No.
8.	Water Tanker for Curing minimum capacity 6000 ltr	2 No.

The successful bidder within 30 days from date of issue of work order shall submit request to the Engineer in charge for inspection of RMC plant conforming to MORTH specification.

After Inspection, Engineer In charge may accept the request as it is or instruct for some changes if required in the plant and/or machinery which shall be carried out by the contractor at this own cost. Only after its approval by the Engineer in Charge, the contractor shall carry out work from the approved RMC plant and machinery.

FINANCIAL BID

(TO BE CONTAINED IN ENVELOPE C)

NAME OF WORK _____

I/We do hereby BID to execution of the above work within the time specified at the rate (In figures) _____ (In words) _____ percent below / above or at par based on the Bill of Quantities and item wise rates and MPUADD SOR Road & Bridges 25-26 w.e.f 8-11-2025 and Vol-1, 2 & 4 w.e.f 02-08-2021 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 Commissioner, IMC or his successors in office the sums of money mentioned in the said conditions.

Note:

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

Signature of Bidder
Name of Bidder

The above bid is hereby accepted by me on behalf of Commissioner, Indore Municipal Corporation, Indore dated the _____ day of _____ 20 _____

Signature of Officer by whom accepted

MATERIALS TO BE ISSUED BY THE DEPARTMENT

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

DELETED

No. _____

Dated: _____

LETTER OF ACCEPTANCE (LOA)

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 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
- b. _____ in words only) and additional performance security of Rs. _____ (in figures) (Rupees _____ in words only). The performance security and additional performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank valid upto issue of physical completion certificate.
- c. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including 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,

Superintending Engineer

Indore municipal corporation

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] (herein after called “the Contract”).

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

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

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

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

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

This Guarantee shall be valid for valid contract period Plus Three Months

Signature, Name and Seal of the Guarantor _____

Name of Bank _____

Address _____

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

Date _____

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

SECTION 3

Conditions of Contract

Part – I General Conditions of Contract [GCC]

Table of Clauses of GCC

Clause No.	Particulars	Clause No.	Particulars
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2	Interpretations and Documents	22	No compensation for alterations in or restriction of work to be carried out.
3	Language and Law	23	No Interest payable
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5	Subcontracting	25	Tax
6	Personnel	26	Check Measurements
7	Force Majeure	27	Termination by Engineer in charge
8	Contractor's Risks	28	Payment upon Termination
9	Liability For Accidents To Person	29	Performance Security
10	Contractor to Construct the Works	30	Security Deposit
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	D. Cost Control	39	Compliance with Labour Regulations Defect Liability Period
19	Variations - Change in original	40	Audit and Technical
20	Extra Items	41	Deaths and Permanent Invalidity of Specifications, Designs, Drawings etc. Contractor
		42	Jurisdiction

A. General

1. DEFINITIONS

- 1.1 Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2 Commissioner :** means Commissioner, Indore Municipal Corporation, Indore
- 1.3 Additional Commissioner :** means Additional Commissioner, Indore Municipal Corporation, Indore
- 1.4 Executive Engineer:** Executive Engineer / EE mean Executive Engineer appointed by IMC from time to time.
- 1.5 Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.6 Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.7 Contract Data Sheet:** means the documents and other information which comprise of the Contract.
- 1.8 Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.9 Contractor's bid :** means the completed bid document submitted by the Contractor to the Employer.
- 1.10 Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.11 Completion of work :** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.12 Day:** means the calendar day.
- 1.13 Defect :** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.14 Department:** means Indore Municipal Corporation, Indore as the case may be.
- 1.15 Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.16 Employer:** means the party as defined in the Contract Data, who employs the Contractor to carryout the work. The employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denote the Employer
- 1.17 Engineer:** means the person named in contract data sheet.
- 1.18 Engineer in charge:** means the person named in the contract data.
- 1.19 Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.20 Government:** means Government of Madhya Pradesh.
- 1.21 In Writing:** means communicated in written form and delivered against receipt.
- 1.22 Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.23 Stipulated Period of completion:** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
- 1.24 Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.25 Start Date:** 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.

1.25 Sub-Contractor: means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.

1.26 Temporary Work: means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.

1.27 Tender/Bid, Tenderer /Bidder: are the synonyms and carry the same meaning where ever used.

1.28 Variation: means any change in the work which is instructed or approved as variation under this contract.

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

1. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

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

2.2 Documents Forming Part of Contract:

1. NIT with all amendments.
2. Instructions to Bidders
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; with all 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/Engineer shall be sent on the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Employer/Engineer shall be as per the details given in Contract Data Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. Subcontracting

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

- a. The Contractor may subcontract up to 25 percent of the contract price, only with and after the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. The following shall not form part of the sub-contracting
 - i. hiring of labour through a labour contractor,

- ii. hiring of plant & machinery
- c. The sub-contractor will have to be registered in the **appropriate category** in the centralized registration system for contractors of the Go MP.

6. Personnel

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

7. Force Majeure

- 7.1 The term "Force Majeure" means an exceptional event or circumstance:
 - a) Which is beyond a party's control,
 - b) Which such party could not reasonably have provided against before entering into the contract,
 - c) Which, having arisen, such party could not reasonably have avoided or overcome, and
 - d) Which is not substantially attributed to the other PartyForce 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, ionizing radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
 - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,
- 7.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

- 8.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the 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, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. Contractor to Construct the Works

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

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

11. Discoveries

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

12. Dispute Resolution System

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

B. Time Control

13. Program

- 13.1** Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works for the construction of works.
- 13.2** The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment's being placed in field laboratory and the location of field laboratory along with the Program
- 13.3** An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4** The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer 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 Program has been submitted.
- 13.5** The Engineer's approval of the Program shall not alter the Contractor's obligations

14. Extension of Time

- 14.1** The Contract is for completion of work and therefore non approval of EOT shall not in any way invalidate the contract. The contractor will have to complete the works.
- 14.2** In the event of delays attributable to the contractor, the EOT shall not be given by the Engineer-in-Charge and the Liquidated Damages shall be levied from the contractor in accordance with the provision of the contract.
- 14.3** In the event, the delays are not attribute to the contractor the EOT may be issued by the Engineer-in-Charge without imposition of Liquidated Damages either suo-motto or on a written request of the contractor. It is clarified that out of the total delays in completion of works, the EOT shall be issued only for the part, which is not attributable to the contractor.

15. Compensation for delay

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

C. Quality Control

17. Tests

- 17.1** The Contractor shall be responsible for:
- a. Carrying out the tests prescribed in specifications, and
 - b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 17.2** The contractor shall have to establish field laboratory within the time specified and having such equipment's as are specified in the Contract Data.
- 17.3** Failure of the contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.
- 17.4** 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 the such testing shall be deducted from the payments due to Contractor.
- 18. Correction of Defects noticed during the Defect Liability Period**
- 18.1** The defect liability period of work in the contract shall be the Contract Data
- 18.2** The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
- 18.3** If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. Cost Control

19. Variations - Change in original Specifications, Designs, and Drawings etc.

- 19.1** The Engineer in charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing 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 agree to do the main work.

- 19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.
- 20. Extra items**
- 20.1 All such items which are not in the priced BOQ and MPUADD SOR shall be treated as extra items.
- 21. Payments for Variations and / or Extra Quantities**
- 21.1 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 rate 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 (priced BOQ) for the work.
 - d. If the rates are for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above-then the rates for such composite work item shall be worked out on the basis of the concerned schedule of rates minus/plus the percentage quoted by the contractor.
 - e. If the rates 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 manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
 - f. But under no circumstances, the contractor shall suspend the work on the plea of non acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by Engineer in charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.
- 22. No compensation for alterations in or restriction of work to be carried out.**
- 22.1 If at any time after the commencement of the work, the 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.
- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.
- 23. No Interest Payable**
- No interest shall be payable to the Contractor on any payment due or awarded by any authority.
- 24. Recovery from Contractors**
- Whenever any claim against the Contractor for the payment arises under the contract, the Department shall be entitled to recover such sum by:
- (a) Appropriating, in part or whole of the Performance Security and additional Performance Security , if any; and/or Security deposit and/or any sums payable under the contract to the contractor..
 - (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contractor of the department, including the securities which become due for release.
 - (c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land revenue Code.

25. Tax

25.1 The rates (in case of percentage rate bids) quoted by the Contract 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 be Contractor with each bill at the time of payment.”

25.2 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.”

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

26. Check Measurements

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

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

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

27. Termination by Engineer in Charge

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

27.2 The Engineer in charge shall be entitled to terminate the contract if the Contractor

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

27.3 In any of these events or circumstances, the engineer in charge may, upon giving 14 days’ notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately.

27.4 Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. Payment upon Termination

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

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

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

29. Performance Security

The Contractor shall have to submit performance security and additional performance security, if any, as specified in 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 an, security remains valid for the period as specified in the Contract data.

30. Security Deposit

- 30.1 Security deposit shall be deducted from each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.
- 30.2 The Security 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.
- 30.3 The Security deposit shall be refunded on completion of defect liability period.

31 Price Adjustment

~~31.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the contract data (Details are as per Annexure R).~~

- (a) ~~The price adjustment shall apply for the work done from the start date given in the contract and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.~~
- (b) ~~The price adjustable shall be determined during each month from the formula as given in the contract data.~~
- (c) ~~Following expression and meaning are assigned to the work done during each month:~~

~~R= Total value of work during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value of works executed under variations for which no price adjustment shall be payable.~~

~~31.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.~~

32. Mobilization and Construction Machinery

~~32.1 Payment of advances shall be applicable if provided in Contract Data.~~

~~32.2 If applicable, the Finance charge in advance shall be set off against provision by the contractor of a banked Bill in name of the Bank in the name as stated in the in the advance payment certificate. The provision effect to be made for the amount of the guarantee shall be progressively repaid by the contractor.~~

~~32.3 The rate of interest shall be as per Contract data.~~

~~32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of new construction machinery.~~

~~32.5 The advance shall be recovered as stated in the Contract data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.~~

33. Secured Advance

~~33.1 Payment of secured advance shall be applicable if provided in Contract data.~~

~~33.2 If applicable, the Engineer shall make advance payments intended for but not yet incorporated in the works and against an unconditional bank guarantee form and by a nationalized/scheduled name as stated in the contract data, in amounts equal to the guarantee shall remain effective until the advance payment has been of the guarantee shall be progressively reduced by the amounts adjusted contractor.~~

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

~~33.4 The secured advance paid shall be recovered as stated in the Contract data.~~

34. Payment Certificates

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

- (a) The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- (b) The engineer shall check the Contractor's monthly statement and certify the amount to be paid to the contractor.
- (c) The value of work executed shall be determined, based on the measurements approved by the Engineer/Engineer in charge.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- (e) The value of work executed shall also include the valuation of variations and compensation events.
- (f) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- (g) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h) Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- (i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

E. Finishing the Contract

35. Completion Certificate

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

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

36. Final Account

36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the competent authority as defined in the Contract data, who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer in Charge.

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

28 days.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

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

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

39. COMPLIANCE WITH LABOUR REGULATIONS

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

40. Audit and Technical examination

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

41. Death or permanent invalidity of contractor

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

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 Indore or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

[End of GCC]

Contract Data		
Clause Reference	Particulars	Data
1.14	Employer	Indore Municipal Corporation, Indore (IMC)
1.15	Engineer	Engineer as notified by employer
1.16	Engineer In Charge	Superintending Engineer, of IMC
1.22	Stipulated period of completion	11 Month I/C RAINY SEASON
3	Language & Law of Contract	Hindi, English and Indian Contract Act 1872
4	Address & contact details of the Contractor	As per “Annexure –H”
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	-
5	Subcontracting permitted for contract value	Applicable (As par clause 5)
6	Technical Personnel to be provided by the contractor	Annexure – I (<i>Format: I-3</i>)
	Penalty, if required Technical personal not employed	Rs Forty Thousand per month for Project Engineer and Rs Twenty Thousand per month for Quantity Surveyor and Site Engineer
10	Specifications	As per “Annexure – E”
	Drawings	As per “Annexure – N”
12	Competent authority for deciding dispute under Dispute resolution system	Additional Commissioner, IMC, Indore
	Appellate Authority for deciding dispute under Dispute resolution system	Commissioner IMC
13	Period of submission of updated construction program	One Month From the Date of agreement
	Amount to be withheld for not submitting construction program in the prescribed period	Will decide as per Engineer in Charge
14	Competent authority for granting time permission	Additional Commissioner IMC
15	Milestones laid down for the contract	Yes
	If yes, details of milestone	As per “Annexure O”
	Liquidated damages	As per “Annexure P”
17	List of equipment for lab	As per <i>Annexure – Q</i>
	Time to establish	1 month from work order.
	Penalty for not establishing lab	Will decide as per Engineer in Charge
18	Defects Liability Period for Civil Work	Five year after issuing of physical completion certificate of the work.
21	Competent authority for determining the rate	Additional Commissioner, IMC, Indore
27	Any other condition for breach of contract	Not Submitting Work Program and Not establishing laboratory
28	Penalty	Penalty shall include (a) Security deposit as per clause 30 of General Conditions of Contract and

Contract Data		
Clause Reference	Particulars	Data
		(b) Liquidated damages imposed as per clause 15 or performance security (Guarantee) including additional Performance Security (Guarantee), if any, as per clause 29 of General conditions of contract, whichever is higher.
29	Performance guarantee (Security) shall be valid up to	Till Issue of physical completion certificate as per Clause 35.1
30	Security deposit to be deducted from each running bill	At the rate of 7%
	Maximum limit of deduction of Security Deposit	7% of final Contract Amount
31	Price adjustment formula and procedure to calculate	Not Applicable
31.1 (1)	Price adjustment shall be applicable	Not Applicable
32	32.1 Mobilization and Construction Machinery Advance applicable	No Mobilization Advance and Construction Machinery Advance payable
	32.2 If yes, unconditional Bank Guarantee	-
	32.3 If Yes Rate of Interest	-
	32.4 If Yes, Type and Amount that can be paid	-
	32.5 If Yes, Recovery of Payment	-
33	33.1 Secured Advance Payable	No Secured Advance Payable
	33.2 If Yes, Amount of Secured Advance	-
	33.3 If Yes, Conditions for Secured Advance	-
	33.4 If Yes, Recovery of Secured Advance	-
35	Completion Certificate – after physical completion of work	As per Annexure -U
	Final Completion Certificate – after final payment on completion of the work.	As per Annexure -V
39	Salient features of some of the major labour laws that are applicable	As per Annexure –W

DRAWING
(ATTACHED SEPARATELY)

(DETAILS OF MILESTONES)

The time allowed for the carrying out the work , as entered in the tender form ,shall be strictly observed by the contractor and shall be reckoned from the date of issue of the written order to commence the work. The work shall throughout the stipulated period of contract be proceed with all due diligence. The Contractor shall be bound to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.

COMPENSATION FOR DELAY

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

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

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

The decision of **Additional Commissioner, IMC** shall be final and binding upon both the parties.

LIST OF EQUIPMENT FOR QUALITY CONTROL LAB

S.No.	Name of Equipment/ Machinery
1.	Compression testing machine 100 MT and 5 MT capacity
2.	Cube and Beam molds
3.	Balance (2 type) volume measuring apparatus & hand tools etc.
4.	Electronic Balance
5.	Oven
6.	Sieves, sieve shaker and hydrometer
7.	Procter/modified procter (IS heavy) density equipment
8.	Sand replacement cylinder, core cutter and moisture meter.
9.	Slump cone.
10.	Vicat apparatus
11.	SPT equipment and hand auger
12.	Los Angeles Abrasion test/Impact Testing Machine.
13.	Core cutting machine for DLC and PQC
14.	Flexural strength testing machine.
15.	Rebound Hammer

1. The contractor shall arrange to provide fully furnished and adequately equipped field laboratory with adequate qualified technical staff. Preferably located adjacent to the Project Office and provided amenities like water supply, electric supply etc.
2. The laboratory equipment shall conform to I.S./ MORTH specifications. The Contractor shall carry out the calibration of the instruments as directed by the Engineer- in-charge on expiry date of calibration. On completion of work in all respect, the equipment will be the sole property of the contractor.

It shall be considered as incidental to the work, and no extra payment will be made what so ever will not be made for the same.

DELETED

PRICE ADJUSTMENT

[Cl. 31 of Section 3- GCC]

The formula for adjustment of prices are :

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

Adjustment for Labour Component

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

$V_L = 0.85 \times P_L / 100 \times R (L_1 - L_0) / L_0$

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

$L_0 =$ the consumer price index for industrial workers for the State on the date of Issuance of ISSR (and amendment if any) as published by Labour Bureau, Ministry of Labour, Government of India.

$L_1 =$ the consumer price index for industrial workers for the State for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India

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

Adjustment for Cement Component

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

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

$V_C =$ increase or decrease in the cost of work during the month under

Consideration due to changes in rates for cement.

C_o = The all India wholesale price index for Pozzolana Cement on the date of Issuance of ISSR (and amendment if any) as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

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

P_c = Percentage of cement component of the work

Adjustment of Steel Component

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

$$V_s = 0.85 \times P_s \times / 100 \times R \times (S_t - S_o) / S_o$$

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

S_o = The all India wholesale price index for mild steel long products / flats on the date of Issuance of ISSR (and amendment if any) as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

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

P_s = Percentage of steel component of the work.

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

Adjustment of Bitumen Component

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

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

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

B_o = The official retail price of bitumen at the IOC depot nearest to the work site on the date of Issuance of ISSR (and amendment if any)

B_t = The official retail price of bitumen at the IOC depot nearest to the work site 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

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

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

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

F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC nearest to the work site on the date of Issuance of ISSR (and amendment if any)

F_1 = The official retail price of HSD at the existing consumer pumps of IOC nearest to the work site for the 15th day of month under consideration.

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

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

Adjustment for Plant and Machinery Spares component

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

$$V_p = 0.85 \times P_p / 100 \times R_x (P_1 - P_0) / P_0$$

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

P_0 = The all India wholesale price index for manufacturer of machines for mining / quarrying and on the date of Issuance of ISSR (and amendment if any) , as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

P_1 = The all India wholesale price index for manufacturer of machines for mining / quarrying and construction for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

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

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

Adjustment of Other Materials Component.

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

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

M_0 = The all India wholesale price index (all commodities on the date of Issuance of ISSR (and amendment if any) as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

M_1 = The all India wholesale price index (all commodities) for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

P_m = Percentage of local material component (other than Cement, Steel, Bitumen and POL)

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

S.No.	Component	Rigid Pavement Construction
1	Labour component P_l	20%
2	Cement component P_c	23%
3	Steel component P_s	12%
4	Bitumen component P_b	0%
5	POL component P_f	10%
6	Plant & Machinery Spares component P_p	5%
7	Other Materials component P_m	30%
		TOTAL 100%

**BANK GUARANTEE FORM FOR MOBILIZATION AND CONSTRUCTION MACHINERY
ADVANCE**

(Not Applicable)

Bank Guarantee Form for Secured Advance

(Not Applicable)

Physical Completion Certificate

Name of Work:

Agreement No. _____ Date _____

Amount of Contract Rs _____

Name of Agency: _____

Used MB No.: _____

Last measurement recorded

a. Page No. & MB No.: _____

b. Date: _____

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

Date of issue

Engineer

(See clause 35 of section 3 -GCC)

Final Completion Certificate

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Used MB No. _____

Last Measurement recorded

a. Page No. & MB No. _____

b. Date _____

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

Agreement amount Rs. _____

Final amount paid to contractor Rs. _____

Incumbency of officers for the work

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

Date of Issue

**Superintending Engineer
Indore Municipal Corporation, Indore**

Salient Features of Some Major Labour Laws Applicable

- (a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be. '
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations o employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

- (n) Inter -State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter- State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as. may be modified by the Government., The Employer of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. it is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 3

Part-II Special Conditions of Contract [SCC]

General

1. All the Necessary Safety Equipment, Barricading of Construction Site, Safety caution signs shall be necessary on the construction site.
2. The special conditions are supplementary conditions to the TENDER and shall form the part of the contract.
3. Bidder shall carryout detail survey and investigations (including soil test) as may be required for preparation of detail designs and drawings at his own cost.
4. "Clause" would refer to clause of the specifications referred to in the NIT. "Table" would refer to the table of the specifications referred to in the NIT.
5. The contract rates shall unless otherwise specified, also include compliance with / supply of the elements listed in clause no. 114 of the specifications for Road and Bridge Works (Fifth edition) published by IRC for all the operations detailed in the relevant sections under " Rates ". The rate(s) are to include the element of arrangement for traffic as provided in the specifications. **The working area shall be barricaded off with M.S. boards radium painted with name of the Project.** These rates also include the element of repairs to potholes with the same material of existing road surface and kachcha/ earth portion with the hard moorum for the smooth traffic diversion.
6. Frequencies of the prescribed tests to be carried out must not be less than the prescribed frequencies. Copies from Registers containing record of such tests shall have to be presented along with running account bill. The original registers shall have to submit along with the final bills. Tests shall have to be conducted by the contractor's Engineer under the supervision of the Engineer-in-Charge or his authorized representatives in laboratory to be established by the contractor at a site, to be approved by the Engineer-in-Charge.
7. The rates should also to include proposed top levels of the road including all necessary details and level of existing road, working drawings showing complete details of the proposed other items like; medians and Intersection, excavations, crust compositions, treatment of crust at junctions with other existing roads / approaches of abutting properties, camber of road and at junctions / rotaries, etc including culvers, minor bridges and retaining wall. and also includes the design and drawings work (existing & proposed) of shifting of electric line, poles, transformers etc. The design and drawings shall be submitted to consultant for approval and simultaneously send copy of design & drawing to the Engineer in charge.
8. The excavations are to be done carefully to avoid damage to underground cables and other service lines. The mechanical excavators will therefore be used sparingly.
9. Only I.S.I. 'marked' ordinary Portland cement-43 grade of relevant I.S. Standard specifications shall be used on the work. Any lot of cement brought to site by the contractor would be permitted to be used in the work only after the satisfactory results are received, of the test under the supervision of the Engineer-in-Charge or his authorized representative and as here in after.
10. All bituminous courses work will be done with bitumen 60/70. (if required)
11. The work of the Dry lean cement concrete sub-base and Cement Concrete Pavement will have to be executed as per clause no. 601 and 602 - as applicable- but the use of slip form or Fixed form paver for laying and compacting Cement Concrete pavement will be as per site condition. The contraction joints shall be provided at the interval of 4.50 M. Dowel bars shall have to be provided in the contraction joint of main carriageways and tie bars shall have to be provided in the longitudinal joints as per IRC code. All joints shall have to be sealed by appropriate sealant duly approved by Engineer-in-charge.
12. GSB: - Use of Disintegrated rock (Moorum) for the items of GSB shall not be permitted. Only the material obtained from crusher of required grading shall be permitted.
13. The contractor shall have to produce Test certificate in the Performa prescribed / approved by B.I.S. from the manufacture for every batch of steel brought to site of work.
14. The surface regularity of the completed sub grade, sub-base, base courses and widening of surfaces in the longitudinal and transverse direction shall be within the tolerance indicated in table 900-1 Clause 902 shall apply for checking.
15. The selected bidder will furnish proof checking of crust design (given by IMC), culvert/bridge, Retaining wall design (as submitted by contractor) from Govt. Engineering college before starting the work at site and will bear the expenses of it.
16. The selected bidder will submit the mix design of M-40 (PQC), M-20 and DLC with the material to be used during construction work, from Govt. / semi-Govt. Engineering College / Polytechnic college/NABL Lab before starting the work at site and will bear the expenses of it.
17. The bidder will submit the details of paid royalty of different material used in construction in every RA bill and failing which, department will withheld the Royalty amount and same will be released only after submission of relevant document. The royalty on Murrum shall be applicable as per M.P. Govt. Rules .
18. The contractor is to submit all RA bills and final bill in hard and soft copy for e-Nagar Palika purpose.
19. No any additional payment for any of surface preparation after excavation at site will be given. The contractor is to achieve the required compaction and profile as per the approved levels.

20. **Cutting of Tree: -**
- i. The permission for tree cutting shall be obtained by IMC from competent authority.
 - ii. The entire cutting material wood etc. will be property of the IMC and cost of transportation (as per instruction of IMC) of such material i.e. Wood etc. shall be borne by the Contractor. The contractor will quote the rate accordingly.
21. Documentation- The contractor will prepare computerized drawing(s) of the work as constructed and will supply original with two copies to the Engineer-in-Charge who will verify and certify these drawings. Final drawing(s) as constructed- shall then be prepared by the contractor and supplied in triplicate along with a microfilm, computer CD to the Engineer-in-Charge for record and reference.
22. All C.C and R.C.C work shall be carried out through RMC batching Plant to this project as per the drawings given by Engineer in charge and plant shall be approved by the engineer in charge
23. The contractor is to submit the third party test result of concrete work and other material from NABL accredited lab at the rate of 10% of required frequency. The core test of DLC and PQC will be done at the instruction of Engineer in charge by third party and all the charges of these testing will be borne by contractor.
24. "In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE & the lowest contractors those have quoted equal amount of their tenders. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.
25. Repairing of damaged pipe lines and laying of new line (water supply line/sewer line) during work shall be in the scope of work., Payment will be made as per tender rate on SOR items
26. In case of laying of PQC and DLC if paver with electronic sensor is not used deduction will be applicable As per MPUADD SOR Road & Bridges 25-26 w.e.f 8-11-2025.
27. Special condition of Kayakalp abhiyan is attached and shall be part of contract. Any other instruction/directive under kayakalp abhiyan shall be binding to the successful bidder.
28. The Road is of Urban area so Contractor has to work according to front available on the site.

**Executive Engineer
(Project Cell)
Indore Municipal Corporation, Indore**

Special Conditions of Contract [SCC] for Electrical Works:

1. The contractor have to submitted day to day work plan of line shifting work.
2. The Electrical Contractor caring out Electrical Installation Work Must possess a Valid 'A' Class Electrical Contractors License Issued by Electrical Safety Dept. Govt. of M.P. and submit to department.
3. In case the contractor agency does not have a Valid 'A' Class Electrical Contractors License, the license with a bilateral contract of the electrical subcontractor selected by them for the work will have to be approved by the department before handing over the work.
4. Working drawings of L.T. & H.T. lines and substations etc. will have to be got approved by contractor from the MPSEB and MP Electricity Licensing Board before execution.
5. After completion of work, a No objection Certificate to be obtained from the MP Electricity Licensing board for charging and test report will have to be submitted to MPSEB & IMC to restore the transformer and Electric supply.
6. All LT/HT lines and transformer sub-Stations will be charged and handed over to the MPSEB on prescribed Performa.
7. All the usable material should be good presence in india.
8. The contractor shall furnish Serial Number, Make and Test report of materials to be used in the work. Before starting the work, the contractor will have to submit the TDS of specifications (as per Electricity Board standards) of all the equipment/materials used in the work for the approval of engineer in charge.
9. The contractor will test the installations on completion in presence of the MPSEB authorities and the Engineer-in-Charge & submitted to IMC.
10. The contractor will be responsible for liaison with MPSEB for shifting of installations, preparation of drawings and their approval from the MP Licensing Board and payment of demand note will be done by IMC..
11. All the rates quoted are assumed including the trimming (Braches cutting) of trees for electric installation.
12. The contractor will give warranty of the Year from the date of charging for the whole installation. All defects noticed during this period will be made good by the contractor at his cost..
13. The old material available from dismantling of the existing LT/HT lines will become the property of the MPSEB. The contractor will have to deposit all the scrap/dismantle material generated in the electric line shifting works at the concerned zone of M.P.P.K.V.V.C.L. Indore As per Circular No. 31 dated 14.05.2025 issued by Managing Director, M.P. Power Management Company Ltd. Bhopal and And NOC has to be obtained from the concerned Divisional Engineer / Assistant Engineer on the Performa provided by them and submitted to the department.
14. The old conductor will be used in the new work in case the same is found useable by the supervisory Engineers of MPSEB & as per directed by engineer-in-charge.
15. The contractor will prepare computerized drawings of the work as constructed and supply originals along with two additional copies to the Engineer-in-Charge, who will verify and certify these drawings. Final drawings as constructed shall then be prepared by the Contractor and supplied in triplicate along with microfilm, computer disc to the Project Officer RDD Cell for record and reference.
16. Bidder should have to submit ownership documents or agreement of hired hydraulic vehicle.
17. All works shall be carried out in strict accordance to the norms, procedure and specifications issued and enforced by BIS in Relevant Indian Standard specifications and code of Practices with up to date amendments and revisions, latest edition of National building code and National electric code. In addition, the installation shall comply in all respects with the requirements of Indian. Electricity Act 2003 and Indian Electricity Rule 1956 with up to date amendments and revisions and special requirements if any of the M.P. State Electricity Board or Chief Electrical Advisor to Government of Madhya Pradesh cum Chief Electrical Inspector and his subordinate office.
18. The contractor shall make his own arrangements for supply of water and electricity at his expense required

for execution of work. The IMC shall neither make any such arrangements nor shall make any payments in this regard.

19. The contractor has to construct at his own cost his site office and store at site on a suitable place and location as permitted by IMC. The IMC shall not provide any place for storage of equipment required for work. No amount shall be paid to the contractor in this regard.
20. Proper upkeep and maintenance and safety of store and stocks of materials brought at site shall be the sole responsibility of the contractor. The materials got damaged due to negligence of its up keeping at site or due to mishandling shall have to be replaced by the contractor at his own cost. On discovery of such damages the IMC shall recover the amount paid through the running bills to the contractor and shall only be reimbursed after the replacement of the same. The IMC shall also not be responsible for theft of materials from site and the contractor has to replace all such materials at his own cost. No compensation whatsoever shall be payable to the contractor on above grounds.
21. Contractor shall be responsible for getting his installation inspected from Electrical Inspector, M.P. Govt. and he has to get NOC from electrical inspector for charging the system.
22. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencement or execution for work whatever the cause of delay may be including delay arising out of other materials, supply of materials, transportation for any matter related with MPPKVV Co. Ltd. & Electrical Safety Department or any other reasons whatsoever, the IMC shall not be liable for any claim in respect thereof.
23. The Engineer-in-charge by IMC is authorized for following:
 - a) To visit the site from time to time to inspect the quality of work.
 - b) To issue working drawings with specifications to the contractor.
 - c) Technically guide the contractor if required.
 - d) To accompany IMC officials for factory inspections of material if required.
24. The entire installation and items supplied shall be guaranteed against any defect and damage for the period of five years from the date of charging at cost and risk of contractor.
25. During five years O&M period contractor has to promptly repair or replace any faulty item to ensure uninterrupted working of the items installed by him.
26. All items in the schedule of quantities are inclusive of supply and installation of all clamps, brackets, mounting accessories, hardware etc. without any extra cost.
27. Operation and maintenance of the items installed by the contractor at site shall be responsibility of contractor at his cost and risk for the entire execution period. The contractor shall have to get insured all material installed by him against any damage, accident. However, in case of theft contractor shall be responsible for prompt filing of FIR with police under coordination with IMC.
28. The contractor shall be responsible for the safety of his labor and other engineers, staff deputed by him and any citizen at site at his cost and risk. The contractor shall have to get insured all of his labor, engineers and other staff, third party against any accident, injury or death. IMC shall not be responsible for any accident, loss, injury or death of any contractor's or third party person whatsoever.
29. To ensure the insurance of entire lighting system, Engineers, staff, labor, workmen all which are involved in the work on his own cost.
30. The contractor shall be responsible for all compensation / liability due to any injury or death of any personnel while performing duties related to the work under this contract. IMC shall not be responsible in any such case and shall not be liable for any compensation in this regard.
31. All workmen, staff and engineers of contractor shall ensure that all installation, operation and maintenance activities are carried out with full safety and by using all safety aids like helmets, gloves, earthing devices, testing gadgets. All electrical safety rules and regulations as per Indian Electricity act, MP Government electric supply code and regulations, statutory inspection by electrical inspector etc. must be followed by

- the contractor during the contract period.
32. The contractor must ensure that electrical earthing shall be provided as per rules and IS codes in entire lighting system to ensure human and equipment safety.
 33. Full Coordination with IMC engineers, darogas and staff during work execution shall be in contractor's responsibility.
 34. Single line welding shall not be accepted. All joints shall be made by lap welding and all jointing lines will be welded.
 35. Steel fabricated material should be painted (Red oxide and Silver) while before installation on site.
 36. Transformer should be 3 Star rating and having 5 years warranty from Supplier.
 37. Contractor shall arrange for making good the chases created him for concealed wiring. All chases shall be finished/ plastered properly with/ without chicken wire mesh to satisfaction of client.
 38. Contractor shall be responsible for arranging the various certificates, test reports required by MPPKVVCL/ other authorities for their approval at his own cost.
 39. The bidder will have to submit the manufacturer's test certificates for all items as per requirements. As engineer incharge
 40. The contractor fully responsible to take the Electrical Connection or permission from MPPKVVCL but the amount of Advice received from the MPPKVVCL will be paid by IMC.
 41. The contractor / agency has to maintain all the safety precautions as per rules and regulations of I.E. Act / M.P. Licensing Board, M.P. Govt. and Central Govt. The contractor / agency will be fully responsible for the insurance of his own working staff and labors. IMC. will not be responsible for any accidents or loss during execution of work.
 42. Decision of places for shifting of HT/LT poles and lines and other items will be decided by IMC engineer during Rode widening, encroachments and other.
 43. Final decision taken by IMC Engineer in charge.
 44. Civil foundation of 11/.440 KV, 315 KVA Transformer shall be in contractor scope.
 45. IMC WILL NOT RESPONSIBLE FOR any theft, damage and other losses of material during the operation/ completion of work.
 46. Its responsibility of contractor to successfully handover site to MPEB, as work done by guideline and norms as per IS norms, Electricity board and safety.
 47. IMC's representatives will visit the manufacturer's work and witness the tests as per specifications on each type of lighting fixtures as per the samples selected by IMC's representatives. The sample of the material may also be sent to the government approved NABL laboratory at the cost of contractor for any kind of specific test required by IMC. Supplier shall submit the schedule with date, time & venue of the inspection to IMC in writing for the inspection of material. IMC is authorized to get the material tested from the approved laboratory at the contractor's cost for any kind of specific test if required. The contractor needs to make arrangements for Factory Inspection at his own cost. INSPECTION WILL BE CARRIED OUT AT MANUFACTURER'S PREMISIS ONLY.

PENALTIES:

- If the contractor fails to deliver the desired results in the installed lighting system as per the tender guidelines. The penalties will be impose & decided by engineer-in-charge.
- If contractor fails to rectify after expiry of the period as mentioned above, IMC shall have right to get the faulty item rectified or replaced by any agency.

TECHNICAL SPECIFICATIONS AND APPROVED MAKES:

If any item is executed other than the above BOQ items, then it will be paid as per MPUADD SOR w.e.f Dt: 02-08-2021, MPPWD SOR w.e.f Dt: 01-01-2024 and MPPKVCL SOR 2021-22 including tendered percentage rate (Above/Below). If that item is not in above SOR and BOQ then item will be paid as per the market rate and rate analysis (without tender percentage rate) upon approval of the competent authority of IMC.

**Executive Engineer
(Project Cell)
Indore Municipal Corporation, Indore**

Section – 4
Bill of Quantities

(Tentative BOQ attached)

SECTION 5
AGREEMENT FORM
AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows:

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

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

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

Signed, Sealed and Delivered by the said In the presence of

Binding Signature of Employer

Binding Signature of Contractor

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय, भोपाल

क्रमांक एफ 53/2/2011/यो/19/2822 भोपाल, दिनांक 10 अगस्त, 2022

//आदेश//

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

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

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



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

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

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

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

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

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



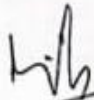
3 (ब) यदि सफलतम निविदाकार (L-1) द्वारा 30 प्रतिशत एस.ओ.आर. से कम दर दी जाती है तो अनुबंध करने के लिए :-

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

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

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

मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार


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

10.08.2022

14/8/22

पृ.क्रमांक एफ-3/02/2022/यो/19 /2823 भोपाल, दिनांक 10 अगस्त, 2022

प्रतिलिपि:-

1. प्रमुख अभियंता, लोक निर्माण विभाग, भोपाल।
 2. परियोजना संचालक, लोक निर्माण विभाग, पी.आई.यू. भोपाल।
 3. प्रबंध संचालक, एम.पी.आर.डी.सी.।
 4. प्रबंध संचालक, बी.डी.सी.।
 5. समस्त मुख्य अभियंता, लोक निर्माण विभाग, मध्यप्रदेश।
 6. समस्त अतिरिक्त परियोजना संचालक, लोक निर्माण विभाग, पी.आई.यू. मध्यप्रदेश।
 7. समस्त अधीक्षण यंत्री, मण्डल कार्यालय, लोक निर्माण विभाग, म.प्र.।
 8. समस्त कार्यपालन यंत्री, लोक निर्माण विभाग संभाग, मध्यप्रदेश।
 9. समस्त संभागीय परियोजना यंत्री, लोक निर्माण विभाग, पी.आई.यू. मध्यप्रदेश।
 10. निज सचिव, माननीय मंत्रीजी, लोक निर्माण विभाग, भोपाल।
- की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

सचिव

मध्यप्रदेश शासन

लोक निर्माण विभाग

10.08.2022

SECTION 3

Conditions of Contract Part – II Special Conditions of Contract[SCC]

1. निविदाकार को संचालनालय, नगरीय प्रशासन एवं विकास म0प्र0 भोपाल के पत्र क्रमांक/यांप्र/7/2022/15213 भोपाल दिनांक 15.12.2023 में दी गई शर्तें तथा कायाकल्प अभियान अंतर्गत सड़कों की मरम्मत/सुदृढीकरण हेतु शासन द्वारा समय-समय पर जारी दिशा निर्देशों का पालन किया जाना अनिवार्य होगा।
2. ठेकेदार कार्य प्रारंभ करने के पूर्व, कार्य के दौरान एवं कार्य समाप्ति उपरांत के पर्याप्त जियो टेग फोटो, संबंधित यंत्रों के निर्देशन में निकालकर उपलब्ध करवायेगा जिसका संधारण निकाय के सम्बंधित यंत्रों को किया जाना होगा।
3. निकाय क्षेत्र के आसपास उपलब्ध शासकीय लैब/ NABL Affiliated Labs अथवा संधागीय स्तर से स्थापित की जाने वाली Mobile Testing Lab के माध्यम से Testing इत्यादि का कार्य निष्पादित किया जावेगा।
4. डामरीकृत सड़कों के नवीनीकरण कार्य में यदि केवल Wearing Course (मोटाई 40 एमएम या कम) का कार्य किया जाना है तो Defect Liability period 03 वर्ष रहेगी तथा जिन सड़कों के लिये Base course एवं Wearing course दोनों का कार्य शामिल किया जावेगा, उनके लिए Defect Liability period 05 वर्ष रहेगी।
5. व्हाईट टारिंग या सी.सी. रोड निर्माण की स्थिति में Defect Liability period 05 वर्ष रहेगी।
6. गुणवत्ता सुनिश्चित करने के लिए टेस्टिंग हेतु निर्धारित Frequency से दुगुनी Frequency से टेस्टिंग का कार्य कराया जावेगा, जिस पर व्यय होने वाली राशि का वहन भी ठेकेदार को किया जाना होगा।
7. IS 456:2000 अनुसार सीमेंट कांक्रीट कार्य हेतु प्रति क्यू.मी. M-30 ग्रेड कांक्रीट में OPC Cement कम से कम 400 kg तथा M-40 ग्रेड कांक्रीट कार्य हेतु OPC Cement कम से कम 415 kg का उपयोग करना अनिवार्य होगा। इसी प्रकार DLC के आयटम में प्रति क्यू.मी. न्यूनतम 200 kg OPC सीमेंट का उपयोग करना अनिवार्य होगा।
8. डामरीकरण की सड़कों के लिए Public Sector Undertaking जैसे IOCL, HPCL, BPCL इत्यादि से बिल लेना होगा, तथा बिल की प्रमाणित प्रति ठेकेदार को प्रत्येक चालित देयक के साथ प्रस्तुत करना होगी। साथ ही bituminous mix का लोड रजिस्टर एवं प्रत्येक लोड की तोलकाटा रसीद संधारण करना होगी।
9. Material batching and mixing का कार्य ऑटोमेटिक कन्ट्रोल की सुविधा से युक्त सेंट्रल बेचिंग तथा मिक्सिंग Plant में करना होगा।
10. PQC करते समय Morth के close 602.7.2 अनुसार साईट पर कांक्रीट का Temperature किसी भी पारिस्थि में 30 degree सेल्सीयस से अधिक नहीं होना चाहिए तथा Ambient Temperature 35 degree सेल्सीयस से अधिक नहीं होना चाहिए।
11. कार्य के दौरान मटेरियल की Random Sampling की जाएगी जिसे बार कोड का उपयोग कर टेस्टिंग हेतु Randomly Lab में भेजा जायेगा।
12. स्टेट क्वालिटी मॉनीटर्स तथा संधाग की स्मार्ट सिटी कंपनी, संधाग के यंत्रों और राज्य शासन के अधिकारियों द्वारा भी कार्य की गुणवत्ता हेतु sampling तथा निरीक्षण किया जाकर सैंपल लिए जाकर गुणवत्ता परीक्षण किया जावेगा।