



**GOVERNMENT OF MADHYA PRADESH  
WATER RESOURCES DEPARTMENT  
Appendix 2.10  
(Works Department Manual 1983)  
Tender Document**

**For Percentage Rate only in Works Department and other Departments  
similar to Works Department  
(Effective from 01/01/2014)  
(Effective From 01-01.2014)**

**Bhopal  
Government of Central Press**

## **SECTION 1**

### **Notice Inviting e-Tenders**

**Government of Madhya Pradesh**

**Water Resources Department**

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

<b>S. No./Pkg/Code</b>	<b>Work</b>	<b>District(s)</b>	<b>Probable Amount</b>	<b>Completion Period (months)</b>
2026_WRD_494630_1	Hiring of 06 highly skilled workers (drivers) in the financial year 2026-27 for operation of government machinery under E/M Heavy Machinery Division, Sagar.	SAGAR	14.99	Within 12 Months

1. Interested bidders can view the NIT on website <https://www.mtenders.gov.in>.
2. The Bid Document can be purchased only online from (time) 10:30 (date) to (time) 17:30 (date).
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Executive Engineer  
E/M Heavy Machinery  
Water Resources Division  
Sagar (M.P.)

**Notice Inviting Tender**  
**Government of Madhya Pradesh**  
**Water Resources Department**  
**Office of the Executive Engineer**  
**E/M H.E.M. Division, Water Resources Department, Sagar**

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

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

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract (In Rs. ) without gst	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Category of Contract or	Period of Completion (in Months)
2026_ WRD_ 494630 _1	Hiring of 06 highly skilled workers (drivers) in the financial year 2026-27 for operation of government machinery under E/M Heavy Machinery Division, Sagar.	SAGA R	14,99,292/-	30000/-	2000/-	"C"	Within 12 Months

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of 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;
  - 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,

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

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 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. The Bid Document can be purchased only online from (time) 10:30 (date) to (time) 17:30 (date). Other key dates may be seen in bid data sheet.
8. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Executive Engineer  
E/M Heavy Machinery  
Water Resources Division  
Sagar (M.P.)

## **SECTION 2**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **A. GENERAL**

**1. SCOPE OF BID**

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

**2. General Quality of Work:**

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

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

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

**4. ONE BID PER BIDDER**

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

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

**5. Cost of Bidding**

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

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

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

#### **B. Bid Documents**

**7. CONTENT OF BID DOCUMENTS**

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders
3. Conditions of Contract:

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

ii. Part II Special Conditions of Contract.

4. Specifications
5. Drawings
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement, and
10. Any other document(s), as specified.

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

**9. Pre-Bid Meeting (where applicable)**

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

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

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

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

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

**10. Amendment of Bid Documents**

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

**10.2** All amendments shall form part of the Bid Document.

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

**C. Preparation of Bid**

**11.** The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the

Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

**12. DOCUMENTS COMPRISING THE BID**

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

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

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

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

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

**13. Language**

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

**14. TECHNICAL PROPOSAL**

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

**14.2** All the documents/ information enclosed with the Technical Proposal should be self-attested and certified by the bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information are found false/ fake/ untrue before acceptance of bid. If it is found after acceptance of the bid, the bid

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

sanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment **deposit** and take any other suitable action.

**15. FINANCIAL BID**

- i. The bidder shall have to quote rates in format referred in Bid Data Sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

**16. PERIOD OF VALIDITY OF BIDS**

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

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

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

## **D. Submission of Bid**

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

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

### **19 PROCEDURE**

- 19.1** Envelope 'A' shall be opened first and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.

- 19.2** Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified in the Bid Data Sheet. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.

- 19.3** Envelope 'C' (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.

- 19.4** After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid.

- 19.5** The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.

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

### **20. Confidentiality**

- 20.1** Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

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

## **F. Award of Contract**

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

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

**22. Performance Security**

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

**23. Signing of Contract Agreement**

- 23.1** The successful bidder shall have to furnish Performance security 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 or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking any other action against the bidder.

**24. CORRUPT PRACTICES**

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

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

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

- a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

**[End of ITB]**

**Bid Data Sheet**

**General**

Particulars	Data	
Office inviting tender	<b>Chief Engineer (Procurement) O/o The Engineer in Chief Water Resources Deptt., Bhopal</b>	
NIT No	<b>N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026</b>	
Date of NIT		
Bid document download available from date & time	10:30 hrs.	10:30 hrs.
Website link	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>	

**For Section 1 - NIT**

Clause reference	Particulars	Data
2	Portal fees	As mentioned online.
3	Cost of bid document	Rs. 2000.00
	Cost of bid document Payable at	Payable on line only
	Cost of bid document In favor of	Payable on line only
	Affidavit format	Annexure B
5	Pre-qualifications required	NO
	If Yes, details	Not Applicable
6	Special Eligibility	As mentioned in Additional Special Conditions.
	If Yes, details	As Above
7	Key dates	Annexure A

**For Section 2 - ITB**

1	Name of 'work'	Hiring of 06 highly skilled workers (drivers) in the financial year 2026-27 for operation of government machinery under E/M Heavy Machinery Division, Sagar.
2	Specifications	Annexure – E
3	Procedure for participation in e-tendering	Annexure – F
4	Whether J.V. is allowed	No
	If J.V. is allowed, requirement for Joint Venture	Annexure – G
9	Pre bid meeting to be held	NO

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

	If Yes,	Date : ----- Time from: ----- Place: -----
12	Envelope-A containing : i. Registration number or proof of application for registration and organizational details ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized should reach in physical form	Annexure - H at Office of the E-in-C. Water Resources Department, Tulsi Nagar Bhopal or Executive Engineer, E.M H.M. Division, Sagar <b>Before 17:30 hrs.</b>
14	Envelope-B Technical Proposal	Annexure I (I-1 to I-5)
15	Envelope-C Financial Bid	Annexure J
	Materials to be issued by the department	Annexure K
16	Period of Validity of Bid	180 Days
17	Earnest Money Deposit	<b>Rs. 30000 / -</b>
	Forms of Earnest Money Deposit	i. FDR/ e-FDR ii. Demand draft of scheduled commercial bank iii. Interest bearing securities of post office.
	EMD valid for a period of	180 Days
	FDR must be drawn in favour of	Executive Engineer, E/M H.M. Division, W.R. Deptt. Sagar
21	Letter of Acceptance (LOA)	Annexure L
22	Amount of Performance Security	5% of contract amount
	Additional Performance Security, if any	If Applicable
	Performance security in the format	Annexure M
	Performance security in favor of	Executive Engineer, E/M H.M. Division, W.R. Deptt. Sagar
	Performance security valid up to	Valid Contract period plus 12 months

**Annexure – A**

*(See clause 1, 7 of Section 1 -NIT)*

**N.I.T. No. 628 /2715001/EDP/2021-22/E-in-C/e-tendering/ Bhopal, Dated 08-04-2026**

**// CRITICAL/KEY DATES //**

Seq No	WRD Stage	Bidder Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	Pubishing Date	-	<b>30-04-2026</b> 10:30 Hrs.	-	Envelope A, Envelope C,
2	-	<b>Document Download/Sale Start Date</b>	<b>30-04-2026</b> 10:30 Hrs.	<b>15-05-2026</b> 17:30 Hrs.	Envelope A, Envelope C,
3	-	<b>Bid Submission Start/Closing Date</b>	<b>08-05-2026</b> 10:30 Hrs.	<b>15-05-2026</b> 17:30 Hrs.	Envelope A/Fee, Envelope C/ Finance
4	<b>Bid Opening Date</b>	-	<b>18-05-2026</b> 10:30 Hrs.	-	Envelope A/Fee

\* While releasing tender please ensure that the duration between purchase start date and Bid submission end date should not be less than 15 days.

As per order by Chief Engineer (Procurement)

Note :-

- 1.The date and time for opening Envelope B and C will be declared online after evaluation of the documents of Envelope A/B (as the case may be).
- 2.The Critical Date mentioned online shall be considered as the final dates.

**|| AFFIDAVIT ||**

(On Non Judicial Stamp of Rs. 200)

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

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

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

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

OR

Following close relatives are working in the department:

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

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

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

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

Signature with Seal of the Deponent (bidder)

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

**PRE-QUALIFICATIONS CRITERIA**

**The bidder should have:**

**A. Financial**

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

**B. Physical**

Physical qualifications for the work shall be as below

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

**(The Employer shall specify all physical qualifications required).**

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

**SPECIAL ELIGIBILITY CRITERIA**

**The bidder should have experience of:**

- A. Erection of Steel Gates - -----
- B. Construction of tunnel - -----
- C.

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

## **Specifications**

1. MP ..... Department Specifications,
2. ....
- 3.

**(The soft copy of above specifications is available at departmental website  
www.-----)**

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

## **Procedure for participation in e-tendering**

### **1. Registration of bidders on e-tendering System:**

All the bidders registered in MP PWD are also to be registered on the e-tendering System, website <https://www.mpeproc.gov.in>, for which no profile creation fees will be charged. The PWD contractor Id will be used as the e procurement user ID and password is mailed on the e-mail id registered with MP Online. For resetting of Password and for more details bidders may contact the Service Providers M/s.TCS & ANTERES through their helpdesk.

#### **Help Desk:**

[Eproc\\_helpdesk@mpsdc.gov.in](mailto:Eproc_helpdesk@mpsdc.gov.in)

18002748484, 18002745454

08965065346, 08965022417

0755 - 6500102

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

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain Class III Digital Certificate issued by any **licensed** Certifying Authority (CAs) authorized by the Controller of Certifying Authorities, Government of India. A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an application. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note:

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

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

*ii. Bids can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and sign the hash during the ONLINE BID PREPARATION AND BID SUBMISSION stage. In case, during the process of a particular bid, the bidder loses his Digital Certificate because of*

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

*any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online. Hence, the bidders are advised to keep their Digital Certificate in a safe place under proper security to be used whenever required.*

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

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

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

Digital Signature Browser settings are available on the e procurement website use the link- <https://www.mpeproc.gov.in/ROOTAPP>

**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. To verify the Browser settings use the link- <https://www.mpeproc.gov.in/ROOTAPP/faildpage.jsp>

**Key Dates:**

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

**4. PREPARATION AND SUBMISSION OF BIDS:**

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid and documents related to the Bid required to be uploaded (of all the envelopes) 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.

**5. Purchase of Bid Document**

The Bid Document is available free of cost for study and the interested/participating bidders shall purchase the Document online (through the e- payment gateway). 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 [as per Bid Data Sheet] in favour of [as per Bid Data Sheet].

*e-payment manual is available on the procurement website-  
<https://www.mpeproc.gov.in>*

The Bidder shall submit the following in three separate envelopes online:

- |   |              |
|---|--------------|
| a. Copy of Registration, Earnest Money Deposit<br>and Affidavit | Envelope 'A' |
| b. Technical Proposal   | Envelope 'B' |
| c. Financial Bid  | Envelope 'C' |

*Note: Bidders are required to submit the Original Term Deposit Receipt of Earnest Money Deposit, Copy of Registration and Affidavit in Envelope - 'A' physically. The envelope should be **sealed** and shall bear the NIT No., System Tender No., name of work, address of the Employer and name and address of the bidder. The envelope should reach at the Employer's address at least one calendar day before the start time and date fixed for opening of technical proposal or as mentioned in the Key Dates. Scanned copies of the same are to be uploaded online. In the Technical Proposal the bidders are required to submit the documents described therein. The Financial Bids are also to be submitted online only and shall not be considered by any other mode.*

**WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**

Bidder can withdraw, substitute or modify the bid after online submission of the bid but within the stipulated time frame of submission, as per the key dates in Bid Document.

----- 0 -----

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

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

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

**DETAILS OF PARTICIPATION IN THE JOINT VENTURE**

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

**ORGANIZATIONAL DETAILS**  
**(To be enclosed with technical proposal)**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	
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.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	<b>Details of Authorized Representative</b>	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	

Note: *In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association alongwith 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:**

<b>Sno</b>	<b>Particulars</b>	<b>Details to be submitted</b>
1	Experience – Financial & 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 equipments/ machines for quality control labs	Format: I-4
5	List of Key equipments/ machines for construction work	Format: I-5

**Note:**

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

**FINANCIAL & PHYSICAL EXPERIENCE DETAILS**

**A. Financial Requirement:**

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

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 3 financial years; or
- b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 3 financial years; or
- c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 3 financial years;

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

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

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

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

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

**B. Physical Requirement:**

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

SNo	Particulars	Actual Quantity Executed (To be filled in by the contractor)		
		Year – 1	Year – 2	Year – 3
1	Physical qualification required	No		
2	Earthwork			
3	Concrete work			

- Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 3 financial years.
2. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work viz. earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc.

**Format: I -2**

(See clause 14 of Section 2 -ITB)

## **ANNUAL TURN OVER**

### **Requirement:**

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

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

Financial Year	Payments received for contracts in progress or completed

### **Note:**

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

### **Bid Capacity**

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

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

Where

- A = Maximum value of civil engineering works executed in any one year during the last five year (10% weightage per year shall be given to bring the value of work executed at present price level)
- B = Proposed contract period in years.
- C = Amount of work in hand at present.



**List Of Key Equipments/ Machines For Quality Control Labs**

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

**List Of Key Equipments/ Machines For Construction Work**

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

**FINANCIAL BID**

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

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

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

**Note:**

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

Signature of Bidder

Name of Bidder

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

**Signature of Officer by whom accepted**

\_\_\_\_\_

**MATERIALS TO BE ISSUED BY THE DEPARTMENT**

<b>Sno</b>	<b>Name of material</b>	<b>Rate (Issue rate)</b>	<b>Unit</b>	<b>Remarks</b>

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

**LETTER OF ACCEPTANCE (LOA)**

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

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

To,

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

(Name and address of the contractor)

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

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

Dear Sir (s),

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

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

- a. the performance security/ performance guarantee of Rs. \_\_\_\_\_ (in figures)  
(Rupees \_\_\_\_\_ in words only).

The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank valid up to three months after the expiry of defects liability period.

- b. Sign the contract agreement.

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

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

Yours Faithfully

Executive Engineer

**PERFORMANCE SECURITY**

To

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

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

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

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

#### Table of Clauses

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

**A. General**

**1. DEFINITIONS**

- 1.1. **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. **Chief Engineer:** means Chief Engineer of the zone/ basin concerned.
- 1.3. **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.4. **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. **Contract Data:** means the documents and other information which comprise of the Contract.
- 1.6. **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7. **Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.8. **Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.9. **Completion of work:** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. **Day:** means the calendar day.
- 1.11. **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. **Department:** means Department of the State Government viz. Water Resources Department, Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organisation which adopts this document.
- 1.13. **Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14. **Employer:** means the party as defined in the **Contract Data**, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.
- 1.15. **Engineer:** means the person named in the **Contract Data**.
- 1.16. **Engineer in charge:** means the person named in the **Contract Data**.
- 1.17. **Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18. **Government:** means Government of Madhya Pradesh.
- 1.19. **In Writing:** means communicated in written form and delivered against receipt.
- 1.20. **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.21. **Superintending Engineer:** means Superintending Engineer-in-Charge of the Circle concerned.

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

- 1.22. **Stipulated period of completion:** means the period in which the Contractor is required to complete the work. The stipulated period is specified in the **Contract Data**.
- 1.23. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.24. **Start Date:** means the date of signing of agreement for the work.
- 1.25. **Sub-Contractor:** means a person or corporate body who has a Contract with the Contractor, duly authorised to carry out a part of the construction work under the Contract.
- 1.26. **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.

## **2. INTERPRETATIONS AND DOCUMENTS**

### **2.1 Interpretations**

In the contract, except where the context requires otherwise:

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

### **2.2 Documents Forming Part of Contract:**

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

### **3. Language and Law**

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

### **4. Communications**

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

### **5. Subcontracting**

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

- a. The Contractor may subcontract up to 25 percent of the contract price with the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. Following shall not form part of subcontracting:
  - i. Hiring of labour through a labour contractor.
  - ii. The purchase of Materials to be incorporated in the works.
  - iii. Hiring of plant & machinery
- c. The sub-contractor will have to be registered in the **appropriate category** in the centralised registration system for contractors of the GoMP.

### **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,

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

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

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

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

**7.3** For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.

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

## **8. Contractor's Risks**

**8.1** All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

**8.2** All risks and consequences arising from the inaccuracies or falseness of the documents, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that the designs/ drawings or other documents have been approved by the department.

**9. Liability for Accidents to Person**

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

**10. Contractor to Construct the Works**

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

**11. Discoveries**

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 dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.
- 12.3** The **Competent Authority** shall decide the matter within 45 days.
- 12.4** Appeal against the order of the Competent Authority can be preferred within 30 days to the **Appellate Authority** as defined in **the Contract Data**. The Appellate Authority shall decide the dispute within 45 days.
- 12.5** Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh *Madhyastham Adhikaran Adhiniyam*, 1983.
- 12.6** The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

## **B. Time Control**

### **13. Programme**

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

### **14. Extension of Time**

- 14.1.** If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. **Engineer-in-Charge shall forward the aforesaid application to the Competent Authority as prescribed.**
- 14.2** The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under **clause- 15** of this agreement.
- 14.3** In case the work is already in progress, the Contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

### **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.

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

- 15.3** In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4** Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.
- 15.5** In the event of delay in execution of the Works as per the timelines mentioned in the Contract Data the Engineer-in-charge shall retain from the bills of the Contractor amount equal to the liquidated damages leviable until the Contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 15.6** If the Contractor is given extension of time after liquidated damages have been paid, the Engineer in Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7** In the event the Contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against the liquidated damages levied.
- 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 equipments as are specified in the **Contract Data**.
- 17.3** Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the **Contract Data**.

**18. Correction of Defects noticed during the Defect Liability Period**

- 18.1** The Defect Liability Period of work in the contract shall be as per the **Contract Data**.
- 18.2** The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
- 18.3** If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

**D. Cost Control**

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

**19.1** The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions in the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.

**19.2** The time for the completion of the work shall be adjusted in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

**20. Extra items**

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

**21 Payments for Variations and / or Extra Quantities**

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

- a. The contractor is bound to carry out the additional (Extra quantity), work at **the same rates** as are specified in the contract for the work.
- b. If the item is not in the priced BOQ and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
- c. **If the rates for the altered or substituted work are not provided in applicable SOR** - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
- d. **If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above** - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates minus/plus the percentage quoted by the contractor.

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

- e. If the rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

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

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

**23. No Interest Payable**

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

**24. Recovery from Contractors**

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

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

**25. Tax**

- 25.1** The rates quoted by the Contractor shall be deemed to be inclusive of the commercial tax and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities..
- 25.2** The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
- 25.3** Any changes in the taxes except GST due to change in legislation or for any other reason shall not be payable to the contractor.
- 25.4** If during the implementation of the contract, the rate of GST on works contract service is reduced from 18%, then the difference of GST on work contracts service rates will be recovered from the date on which the reduction in GST rates shall be effective. Similarly, if GST rates increase from 18%, then the difference of GST on works contract service rates will be paid additionally as per actual from the date on which the increase in GST rates shall be effective..

**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 the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - h) Any other fundamental breaches as specified in the **Contract Data**.

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

**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 -

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

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

**29. Performance Security**

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

**30. Security Deposit-**

**30.1** Security Deposit shall be deducted from each running bill at the rate as specified in the **Contract Data**. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the **Contract Data**.

**30.2** The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of Defect Liability Period/ extended Defect Liability Period.

**30.3** The Security Deposit shall be refunded on completion of Defect Liability Period.

**31. Price Adjustment**

**31.1 Applicability**

1. Price adjustment shall be applicable only if provided for in the Contract Data.
2. The price adjustment clause shall apply only for the works executed from the date of signing of the agreement until the end of the initial intended completion

date or extensions granted for reasons attributed to the Employer by the Engineer.

3. The Contractor shall not be entitled to any benefit arising from the price adjustment clause for extension in the contract period for reasons attributed to the Contractor.
4. In the Force Majeure event the price escalation clause shall apply.

### **31.2 Procedure**

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**.
2. The price adjustable shall be determined during each **quarter** from the formula given in the **contract data**.
3. Following expression and meaning are assigned to the work done during each **quarter**:  
**R** = Total value of work during the **quarter**. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the **quarter, less value of material issued by the department, if any, during the quarter**.
4. Weightages of various components of the work shall be as per the **Contract Data**.

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

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

**31.5** For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favour of the Employer, the same shall be recovered from the sums payable to the Contractor.

### **32. Mobilization and Construction Machinery Advance**

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

**32.2** If applicable, the Engineer in Charge shall make interest bearing advance payment to the contractor of the amounts stated in the **Contract Data**, against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/scheduled banks, in the name as stated in the **Contract Data**, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.

**32.3** The rate of interest chargeable shall be as per **Contract Data**.

**32.4** The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.

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

**33. Secured Advance**

**33.1** Payment of Secured Advance shall be applicable if provided in **the Contract Data**.

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

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

**33.4** The Secured Advance paid shall be recovered as stated in the **Contract Data**.

**34. Payment Certificates**

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

**(a)** The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.

**(b)** The 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.

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

(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 finalise the account and issue a payment certificate within 28 days.

### **F. Other Conditions of Contract**

#### **37. Currencies**

All payments will be made in Indian Rupees.

#### **38. Labour**

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

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

by the Contractor on the Site and such other information as the Engineer may require.

**39. COMPLIANCE WITH LABOUR REGULATIONS**

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

**40. Audit and Technical Examination**

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

**41. Death or Permanent Invalidity of Contractor**

If the Contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided for in **clause 28.2** of the contract agreement. However, if the competent authority is satisfied about the competence

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions under which the contract was awarded.

**42. Jurisdiction**

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

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**Contract Data**

Clause reference	Particulars	Data
1.14	Employer	Water Resources Department
1.15	Engineer	E.E. E/M H. M. Division, W.R. Deptt.Sagar
1.16	Engineer in Charge	E.E. E/M H. M. Division, W.R. Deptt. Sagar
1.22	Stipulated period of completion	12 Months
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	Format H of ITB
	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	E.E. E/M H.M. Division, W.R. Deptt.Sagar Fax 07582-236764 eeemhmsagar@rediffmail.com
5	Subcontracting permitted for the Contract Value	Not permitted
6	Technical Personnel to be provided by the contractor – requirement, &	Format I-3 of ITB
	Penalty, if required Technical Personnel not employed	Rs. -----
10	Specifications	As per Annexure – E of ITB
	Drawings	As per Annexure - N
12	Competent Authority for deciding dispute under Dispute Resolution System	Chief Engineer E/M W.R. Deptt. Bhopal
	Appellate Authority for deciding dispute under Dispute Resolution System	S.E. E/M Circle, Water Resources Deptt.Gwalior
13	Period for submission of updated construction program	N.A.
	Amount to be withheld for not submitting construction program in the prescribed period	Rs .....
14	Competent Authority for granting Time Extension	Chief Engineer E/M W.R. Deptt. Bhopal
15	Milestones laid down for the contract	No
	If Yes, details of Milestones	As per Annexure - O
	Liquidated damage	As per Annexure - P
17	List of equipment for lab	As per Annexure - Q
	Time to establish lab	-----
	Penalty for not establishing field Laboratory	Rs. ----- per month for the delay
18	Defect Liability Period	..... Months after Physical Completion of work
21	Competent Authority for determining the rate	.....
27	Any other condition for breach of contract	.....
28	Penalty	Shall include (a) Security deposit as per clause 30 and (b) Liquidated Damages imposed as per clause 15 of general condition of contract or or Performance

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

		Guarantee whichever is higher.
29	Performance guarantee shall be valid up to	Till issue of Completion Certificate as per Clause 35.1
30	Security Deposit to be deducted from each running bill	At the rate of 5%.
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
31	Price Adjustment formula and procedure to calculate	Annexure R
31.1 (1)	Price adjustment shall be applicable	If the amount put to tender is more than Rs 10 Crores and shall not have any bearing with the Contract Amount.
32	Mobilization Advance applicable	NO Mobilization Advance
	Construction Machinery Advance applicable	NO Construction Machinery Advance
	Type & Amount of Advance payment that can be paid	1. Mobilization advance - Not more than ... % of contract amount 2. Construction Machinery Advance – Not more than ... % of contract amount
	Unconditional Bank Guarantee	In the format prescribed in Annexure – S
	Rate of interest chargeable on advances	N.A.
	Recovery of advance payment	N.A.
33	Secured Advance applicable	NO
	Amount of Secured Advance	75% of value of material as determined by the Engineer in Charge
	Unconditional Bank Guarantee	In the format prescribed in Annexure – T
	Conditions for secured advance	N.A.
	Recovery of Secured advance	N./A
35	Completion Certificate – after physical completion of the Work	Annexure - U
	Detailed Completion Certificate – after final payment on completion of the Work	Annexure- V
36	Competent Authority	
39	Salient features of some of the major labour laws that are applicable	Annexure-W
41	Competent Authority	Chief Engineer, E/M Water Resources Deptt. Bhopal

## **Drawings**

List of drawings –

## **Details of Milestones**

### **Compensation for Delay**

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

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

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

**List of Equipment for Quality Control Lab**

### **Price Adjustment**

The formulas for adjustment of price are as follow:

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

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

<b>Sno</b>	<b>Component</b>	<b>Percentage of component in the work</b>
1	Cement - P <sub>c</sub>	
2	Steel - P <sub>s</sub>	
3	Bitumen - P <sub>b</sub>	
4	POL - P <sub>f</sub>	

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

#### **Adjustment for cement component**

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

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

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

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

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

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

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

#### **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:

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

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

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

- $S_0$ = The all India wholesale price index for steel (**Bars and Rods**) on the date of opening of Bids as published by the *Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)*
- $S_i$ = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as *published by Ministry of Industrial Development, New Delhi. (www.eaindustry.nic.in)*
- $P_s$ = Percentage of steel component of the work.

*Note : For the application of this clause, index of Bars and Rods has been chosen to represent steel group.*

**Adjustment of bitumen component**

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

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

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

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

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

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

**Adjustment of POL (fuel and lubricant) component**

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

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

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

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

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

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

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

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

To

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

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

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

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

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

Yours truly,

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

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

**Bank Guarantee Form for Secured Advance**

**INDENTURE FOR SECURED ADVANCES**

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

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

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

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

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

That the said sum of Rupees \_\_\_\_\_ so advanced by the Employer to

- (1) the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at

twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.

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

### **Physical Completion Certificate**

Name of Work: .....

Agreement no. .... Date .....

Amount of Contract Rs .....

Name of Agency : .....

MB no. -----

Last measurement recorded on date -----

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

Date of issue

Executive Engineer

.....  
.....

**Detailed Completion Certificate**

Name of Work: .....

Agreement no. .... Date .....

Name of Agency : .....

MB no. -----

Last measurement recorded on date -----

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

Agreed amount Rs. ....

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

Incumbency of officers for the work

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

Date of issue

Executive Engineer

.....  
.....

### **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.

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

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 of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and 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

### Conditions of Contract

### Part – II Special Conditions of Contract

#### Additional Special Conditions of tender

1. शासन के आदेश अनुसार ठेकेदार को देयक भुगतान के समय जी.एस.टी. की जो दर देयक पर लागू हो उससे अनुसार टैक्स का भुगतान पृथक से ठेकेदार को किया जायेगा।
2. निविदाकार का नवीन प्रणाली अंतर्गत पी.डब्ल्यू.डी. रजिस्ट्रेशन Online प्रस्तुत करना होगा।
3. निविदाकार को ऐजेंसी का जी.एस.टी. रजिस्ट्रेशन Online प्रस्तुत करना होगा।
4. पिछले वित्तीय वर्ष का आयकर जमा का प्रमाण और बैलेंस शीट प्रस्तुत करना होगा।
5. निविदाकार को एनक्लोजर के अनुसार स्वहस्ताक्षरित / स्वप्रमाणित शपथ पत्र प्रस्तुत करना होगा।
6. उक्त निविदा अंतर्गत चाहे गये आवश्यक दस्तावेज निविदाकार द्वारा (Mandatory Documents) – PAN CARD, EPF, ESI, EMD, श्रम विभाग में पंजीयन की प्रति इत्यादि संलग्न करना होगा अन्यथा निविदा मान्य नहीं की जायेगी।
7. निविदाकार को गुमास्ता की प्रति संलग्न करना आवश्यक है।
8. ई-ईएमडी (e-EMD) जमा कर निविदा में भाग लेने वाले निविदाकारों के लिये निम्न प्रक्रिया निर्धारित की जाती है – (I) निविदा में भाग लेने वाले निविदाकार अपने बैंक अकाउंट की जानकारी एम.पी. ई-प्रोक्योरमेंट पोर्टल (<https://mptenders.gov.in/nicgep/app>) पर अपने लॉग-इन आई.डी. से लॉग-इन कर बैंक अकाउंट डिटेल्स फॉर्म में दर्ज करेंगे।  
(II) निविदाकार RTGS/NEFT/Debit Card/Credit Card/Net Banking के माध्यम से ई.एम.डी. (e-EMD) की राशि पोर्टल पर जमा कर सकेंगे, उसके बाद वे निविदा में भाग लेने की कार्यवाही पूर्ण करेंगे।
9. वित्तीय ऑफर खुलने के पश्चात न्यूनतम निविदाकार की ई-ईएमडी (e-EMD) राशि को छोड़कर शेष सभी निविदाकारों द्वारा जमा ई.एम.डी. (e-EMD) पोर्टल के माध्यम से शीघ्र वापस की जायेगी, जो कि निविदाकार के पोर्टल पर खाते में ही वापस होगी। यह स्पष्ट किया जाता है कि ई-ईएमडी जमा की राशि रजिस्टर करने वाले निविदाकार किसी भी खाते से ई-ईएमडी (EMD) कर सकते हैं, परन्तु वापसी निविदाकार के रजिस्टर्ड बैंक खाते में ही होगी। सफल निविदाकार की ई-ईएमडी (e-EMD) की राशि अनुबंध करने तक रोकी रखी जायेगी तथा अनुबंध निष्पादन किये जाने के पश्चात वापस की जायेगी।
10. यदि किसी कारण से ई.एम.डी. (EMD) राजसात करने का निर्णय लिया जाता है तो निविदाकार द्वारा जमा ई.एम.डी. (e-EMD) की राशि पोर्टल पर राजसात की जायेगी तथा राजसात की गयी राशि सर्विस प्रोवाइडर द्वारा तुरंत विभागीय कार्यालय कार्यपालन यंत्री वि/यां. भारी मशीनरी जल संसाधन संभाग सागर के 8443 सिविल जमा खाते में जमा की जायेगी जिसे संबंधित खाते के धारक द्वारा चालान के माध्यम से राजस्व प्राप्तियों 0702 शीर्ष में जमा कराई जायेगी।
11. अतिरिक्त परफॉर्मंस गारंटी उसी प्रारूप में ली जायेगी जिसमें अर्नेस्ट मनी / परफॉर्मंस गारंटी (Earnest Money/Performance Guarantee) ली जाती है।
12. Additional performance guarantee प्राप्त होने के उपरांत ही अनुबंध निष्पादित किया जायेगा।
13. Additional performance guarantee भौतिक रूप से कार्य पूर्णता प्रमाण पत्र (Physical Completion Certificate) जारी होने के पश्चात ही वापस की जायेगी।

**N.I.T. No. 628/2715001/E.D.P./2021-22/E-in-C/e-tendering/ Dated 27.04.2026**

14. निविदा अनुबंध के दस्तावेजों पर संविदा मूल्य रु. 50.00 लाख तक रुपये 1000/- तथा रु. 50.00 लाख से अधिक पर संविदा मूल्य का 0.1 प्रतिशत स्टाम्प शुल्क प्रभावी रहेगा। यदि शासन द्वारा इस शुल्क में कोई परिवर्तन किया जाता है तो ऐसी परिस्थिति में अनुबंध के समय प्रचलित दरों पर स्टाम्प शुल्क प्रभावी होगा।
15. बिना कारण बताए निविदा स्वीकार / अस्वीकृत करने का पूर्ण अधिकार निविदा आमंत्रणकर्ता को होगा।
16. अनुबंध की अवधि अनुबंध की धारा 14.1 के अनुसार कार्य संतोषजनक पाये जाने पर पुनः एजेंसी के सहमति के अनुसार बढ़ायी जा सकती है।
17. जी.सी.सी. क्लॉज 8.1 में उल्लेखित "Physical Property" के अंतर्गत अन्य परिसंपत्तियों के अलावा योजना के सभी अवयव (नवीन एवं विद्यमान) भी सम्मिलित होंगे।
18. श्रमिकों की व्यवस्था आवश्यकतानुसार घटाई या बढ़ाई जा सकती है।
19. ई.पी.एफ. एवं ई.एस.आई.सी. विभाग के द्वारा प्राप्त पंजीयन की प्रति संलग्न करें।
20. सहायक श्रम आयुक्त द्वारा जारी लेबर लाइसेंस की छायाप्रति ऑन लाइन अपलोड करें।
21. शासकीय कार्य में संपत्ति की सुरक्षा की जवाबदारी संस्था की होगी। शासकीय संपत्ति की किसी भी प्रकार की हानि या क्षति होने की स्थिति में ठेकेदार उत्तरदायी होगा एवं उसे सक्षम अधिकारी द्वारा निर्धारित शासकीय राशि की क्षतिपूर्ति करनी होगी जिसकी वसूली नगद या राजस्व की बकाया राशि की तरह वसूल की जायेगी।
22. श्रमिक की बीमारी/अवकाश/अन्य कारणों से स्थल पर अन्य श्रमिक की व्यवस्था संस्था को करनी होगी।
23. शासकीय कार्य के प्रभारी अधिकारी/कर्मचारी द्वारा प्रमाणित उपस्थिति प्रमाण-पत्र प्रतिमाह भुगतान देयक के साथ संलग्न होने के उपरांत ही भुगतान किया जायेगा।
24. श्रमिकों के रहने/खाने-पीने की व्यवस्था के संबंध में विभाग की कोई जवाबदारी नहीं होगी। संस्था द्वारा सुविधानुसार श्रमिकों को प्रदान की जायेगी।
25. प्रभारी अधिकारी से कर्मचारियों का समन्वय बनाये रखना होगा एवं उनके द्वारा दिये गये निर्देशानुसार सुधार हेतु जाना होगा।
26. श्रमिकों द्वारा कार्य स्थल पर किसी प्रकार का नशा/मदिरा का उपयोग करने पर विभाग द्वारा उन्हें तत्काल कार्य स्थल से अलग कर दिया जायेगा तथा एजेंसी द्वारा अन्य श्रमिक की व्यवस्था तत्काल करना होगी।
27. शासकीय अवकाश/त्यौहार/राष्ट्रीय अवकाश/साप्ताहिक अवकाश होने पर भी एजेंसी को श्रमिकों की व्यवस्था जरूरत होने पर करनी होगी।
28. यदि श्रमिक कार्य स्थल पर उपस्थित नहीं होता है अथवा कार्य के दौरान असंतोष पाया जाता है तो प्रति श्रमिक प्रतिदिन रुपये 1000/- के मान से अर्थदण्ड वसूला जायेगा।
29. अग्रिम भुगतान किसी भी परिस्थिति में नहीं किया जायेगा तथा निविदा स्वीकृति उपरांत श्रमिकों को लेबर कमीशनर इन्डौर द्वारा निर्धारित दर पर भुगतान किया जाना होगा, जिसका साक्ष्य भी प्रतिमाह प्रस्तुत किया जाना अनिवार्य होगा।
30. श्रमिक को निर्धारित समय पर उपस्थित रहना होगा।
31. आयकर, इत्यादि की वसूली नियमानुसार की जायेगी।
32. निविदाकार/संस्था द्वारा वि/या भारी मशीनरी जल संसाधन संभाग सागर के कार्य का दायित्व लेने के पूर्व जिन श्रमिकों की सेवायें प्रदान की जायेगी उनके नाम, पूर्ण पता, आयु, फोटो, मेडिकल फिटनेस एवं पुलिस सत्यापन प्रमाण-पत्र उपलब्ध कराना अनिवार्य होगा।

33. किसी कारणवश अगर श्रमिक बदला जाता है तो उसकी सूचना निविदाकार द्वारा तत्काल विभाग को क्रमांक-32 अनुसार समस्त विवरण के साथ विभाग को उपलब्ध कराना होगी।
34. समय-समय पर प्रभारी अधिकारी द्वारा दिये गये निर्देशों का पालन करना अनिवार्य होगा।
35. श्रमिकों द्वारा यदि प्रभारी अधिकारी से वाद-विवाद किया जाता है तो प्रभारी अधिकारी द्वारा उसे तत्काल प्रभाव से हटाया जायेगा।
36. निविदा में श्रमिकों की दरें श्रम आयुक्त इन्दौर के अनुसार ली गई हैं, जिसमें श्रमिकों के कटौती (पी.एफ.), इन्श्योरेंस (ई.एस.आई.) सम्मिलित नहीं हैं।
37. कार्य के दौरान यदि कोई श्रमिक दुर्घटनाग्रस्त अथवा मृत्यु को प्राप्त होता है तो उसके लिये विभाग उत्तरदायी नहीं होगा।
38. संस्था/एजेंसी का पंजीयन प्रमाण-पत्र/लेबर एक्ट संबंधित पंजीयन प्रमाण प्रस्तुत करना अनिवार्य है तथा वर्कमेन कम्पेन्सेशन एक्ट, प्रोविडेंट फंड एवं लेबर एक्ट एवं उस पर लागू सभी टैक्स आदि जमा करने संबंधी कार्य का पालन करने का उत्तरदायित्व निविदाकार का होगा।
39. कार्य पर लगाये गये चौकीदार/लेबर की आयु 18 वर्ष से कम नहीं होना चाहिए तथा उनका नाम, पूर्ण पता एवं आयु संबंधी जानकारी उपस्थिति प्रमाण पत्र के साथ उपलब्ध कराना आवश्यक होगा।
40. कार्य पर लगाये गये श्रमिक/चौकीदार को श्रम आयुक्त इन्दौर, मध्यप्रदेश द्वारा निर्धारित दर पर भुगतान किया जाना अनिवार्य होगा।
41. एजेंसी को निर्धारित दर पर ई.पी.एफ. तथा ई.एस.आई.सी का भुगतान करना होगा।
42. संबंधित श्रमिकों को भुगतान बैंक खाते में चेक अथवा ई-भुगतान के माध्यम से करना होगा।
43. कर्मचारियों के वेतन से उनकी ई.पी.एफ./ई.एस.आई.सी की राशि कटौती के संबंध में एजेंसी के मासिक वेतन के साथ विवरण प्रस्तुत करना होगा तथा कटौती की गई राशि जमा होने का प्रमाण आवश्यक रूप से प्रस्तुत किया जायेगा।
44. निविदाकार द्वारा डाली गयी दर श्रम आयुक्त कार्यालय इन्दौर की (Including EPFO and ESIC) दर से कम नहीं होनी चाहिए अन्यथा वित्तीय प्रस्ताव (Bid) पर विचार नहीं किया जायेगा।
45. निविदाकारों द्वारा समान दर प्रस्तुत करने की स्थिति में एजेंसी को समान कार्य से प्राप्त अनुभव के आधार पर प्रथमिकता दी जावेगी।

Signature of bidder/Machine Owner

Permanent Address-----  
-----

Executive Engineer,  
E/M,H. M. Division  
Water Resources Department,  
Sagar

SECTION 4  
BILL OF QUANTITIES

"G"-Schedule for Supply of High Skilled Labour (Operator) for Operation of Government Machinery under E/M FOM Sub Division Sagar

S. No.	Description of Work	Quantity	Rate	Unit	Amount	Remarks
1	2	3	4	5	6	7
1	Regarding the Supply of High Skilled Labour (Operator) for Gov. Machine Operation under E/M Heavy Machinery Division, Sagar	6	16494.00	Per Month	98964.00	As per Labour Commissioner Indore Order No.1/11/vUos- /पाच/2024/2486 6-25105 इन्दौर, दिनांक 01.10.2025
			Total	Rs.	98964.00	
	Add Extra Charge for EPF,		13.00%	Rs.	12865.00	
	Add Extra Charge for ESI,		3.25%	Rs.	3216.00	
	Contractors Profit		10.00%	Rs.	9896.00	
			Total	Rs.	124941.00	
	For 12 Month (Rs. 124941 x 12 Month)		Total	Rs.	1499292.00	
			Grand Total	Rs.	1499292.00	
			Say	Rs.	14.99	Lakhs

(In words) Rs. Fourteen Lakhs Ninty Nine Thousand Only

Note:- 1. Payment will be made as per Rules.

2. This Contract is for Twelve Months on the same terms & conditions as given in Agreement.

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

Agreement

This agreement, made 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 WITNESSETH 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: Ge [ 46 ] d 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

क्रमांक एफ 17-1/2010/19/बी/

आदेश दिनांक /03/2015

::आदेश::

1. इस विभाग के समसंख्यक आदेश दिनांक 29.08.2011 द्वारा म.प्र. शासन के निर्माण विभाग/निगम/मण्डल/बोर्डों में ठेकेदारों के पंजीयन की विभागवार व्यवस्था के स्थान पर केन्द्रीयकृत व्यवस्था लागू करने का निर्णय लिया गया था। इस व्यवस्था के अंतर्गत पंजीयन के लिए कार्य विभाग नियमावली 1983 के चैप्टर 2 सेक्शन 16 (2.095 से 2.102) के स्थान पर प्रारूप "अ" प्रतिस्थापित किया गया है। प्रारूप "अ" के बिन्दु क्रमांक 7 में म.प्र.शासन, लोक निर्माण विभाग के आदेश क्रमांक 7882/9671/19/यो दिनांक 19.11.1999 (छायाप्रति संलग्न) के अनुसार ठेकेदार के पंजीयन का निचली श्रेणी में अवनत करने (Demotion), रद्द करने (Cancellation), निलंबित करने (Suspension) एवं ठेकेदार के नाम को काली सूची में डालने (Black listing) की कार्यवाही के निर्देश दिये गये हैं। यह निर्णय लिया गया है कि अब मात्र Suspension अथवा Black Listing की कार्यवाही की जाएगी।
2. संबंधित विभाग/उपक्रम का मुख्य अभियंता अथवा समकक्ष अधिकारी निम्न परिस्थितियों में ठेकेदार का नाम काली सूची में डालने (Black listing) अथवा उसका पंजीयन निलम्बन करने (Suspension) की कार्यवाही कर सकेंगे यदि:-

1. The affidavit/ Self declaration contains any false information or suppresses any material information.
2. Such bidder whose bid is accepted fails to execute the agreement. The suspension will be in addition to forfeiture of his earnest money or any other penalty imposed as per the tender condition.
3. Contractor fails to use mobilization advance given to him for the purpose it was meant.
4. Contractor fails to renew the securities deposited to the department.
5. If documents submitted are found to be false.
6. The contractor is found to be non serious in executing the agreed works or leaves the agreed work incomplete, irrespective of the expiry of the full contract period.
7. The contractor fails to rectify any lapse(s) in quality of the work done within a reasonable time.
8. Contractor fails to maintain/repair/redo the work upto the expiry of performance guarantee period, when it is specifically brought to his notice.
9. On any other ground which is considered reasonable after recording reason.

पञ्जीयन विभाग  
जल संसाधन विभाग, भोपाल

24 MAR 2015

Handwritten notes: 23/03/15, 24/03/15, 25/03/15

2

Note:-

- During the period of suspension neither his registration will be renewed nor fresh registration will be issued.
  - Black listed contractor will not be allowed fresh registration or renewal of his registration till order of black listing is revoked or cancelled.
  - Contractor or firms black listed or suspended or any of it's partner will not be registered under any other name.
  - Period of suspension should be for a definite period.
3. ठेकेदार का पंजीयन निलंबित करने अथवा नाम काली सूची में रखने का निर्णय सक्षम अधिकारी अपचार की गंभीरता के आधार पर करेंगे।

(सी.पी. अग्रवाल)

सचिव

मध्यप्रदेश शासन

लोक निर्माण विभाग

पू.क. एफ 17-1/2010/19/बी/244

भोपाल दिनांक 24/3/2015

प्रतिलिपि:-

- अपर मुख्य सचिव म.प्र.शासन ग्रामीण विकास विभाग मंत्रालय ।
- प्रमुख सचिव, म.प्र.शासन जल संसाधन विभाग/नर्मदा घाटी विकास प्राधिकरण/लोक स्वास्थ्य यांत्रिकी विभाग/लोक निर्माण विभाग /नगरीय प्रशासन विकास विभाग मंत्रालय ।
- प्रमुख अभियंता लोक निर्माण विभाग/लोक स्वास्थ्य यांत्रिकी विभाग/जल संसाधन विभाग/ग्रामीण यांत्रिकी विभाग/परियोजना संचालक लोक निर्माण विभाग परियोजना कियान्वयन इकाई निर्माण भवन भोपाल ।
- समस्त मुख्य अभियंता लोक निर्माण विभाग म0प्र0 ।
- आई.टी.सेल कार्या.प्रमुख अभियंता लो.नि.वि. भोपाल उक्त आदेश को वेबसाइट पर अपलोड करने का कष्ट करें ।

SOLB

24/3

प्रमुख अभियंता

कृपया आवृत्त कार्यादेशों को कार्य में लाने के लिए कृपया कार्य करें।

Handwritten signature and date: 23/3/2015

सचिव

मध्यप्रदेश शासन

लोक निर्माण विभाग

Handwritten notes: 33/24/3/2015

Handwritten notes: 25.3.15, D.S.

Handwritten notes: AEI, 27/3

- (1) निर्माण वेब साइट पर उद्देश्य करें।
- (2) सभी कार्य का दायरता है।
- (3) CE(P), निबन्धावधि में शामिल करें।

मध्यप्रदेश शासन  
जल संसाधन विभाग  
मंत्रालय, भोपाल

कमांक 1119/सचिव/निस/2016

भोपाल, दिनांक ३ जून, 2016

//आदेश//

विभाग में दिनांक 01.01.2014 से लागू निविदा प्रत्र में लिफाफा-अ में निविदाकारों द्वारा भौतिक रूप से ई.एम.डी. जमा कराए जाने का प्रावधान है। दिनांक 01.06.2016 के पश्चात आमंत्रित की जाने वाली समस्त निविदाओं में ई.एम.डी. भौतिक रूप से जमा किये जाने के प्रावधान को यथावत रखते हुये इलेक्ट्रानिक रूप से भी ई.एम.डी. (ई-ई.एम.डी.) जमा किये जाने का प्रावधान भी किया जाता है।

ई-ई.एम.डी. जमा कर निविदा में भाग लेने वाले निविदाकारों के लिये निम्न प्रक्रिया निर्धारित की जाती है।

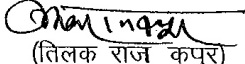
निविदाओं में भाग लेने वाले निविदाकार अपने बैंक अकाउंट की जानकारी एम.पी. ई-प्रोक्योरमेंट पोर्टल (<https://www.mpeproc.gov.in>) पर अपने लागिन आई.डी. से लागिन कर बैंक अकाउंट डिटेल्स फार्म में दर्ज करेंगे।

निविदाकार RTGS/NEFT/Debid Card/Credit Card/ Net Banking के माध्यम से ई.एम.डी. की राशि पोर्टल पर जमा कर सकेंगे उसके बाद वे निविदा में भाग लेने की कार्यवाही पूर्ववत् करेंगे।

वित्तीय आफर खुलने के उपरांत न्यूनतम निविदाकार की ई.एम.डी. की राशि को छोड़कर शेष सभी निविदाकारों द्वारा जमा ई-ई.एम.डी. की राशि पोर्टल के माध्यम से वापस की जाएगी, जो कि निविदाकार के पोर्टल पर रजिस्टर्ड बैंक खाते में ही वापस होगी। यहां यह स्पष्ट किया जाता है कि ई-ई.एम.डी. जमा करने वाले निविदाकार किसी भी खाते से ई.एम.डी. की राशि जमा कर सकेंगे परन्तु वापसी निविदाकार द्वारा रजिस्टर्ड बैंक खाते में ही होगी।

न्यूनतम निविदाकार की ई.एम.डी. की राशि अनुबंध करने तक रोक कर रखी जाएगी तथा अनुबंध निष्पादित किये जाने के उपरांत वापस की जाएगी।

यदि किसी कारण से ई.एम.डी. राजसात किये जाने का निर्णय लिया जाता है तो निविदाकार द्वारा जमा ई-ई.एम.डी. की राशि पोर्टल पर राजसात की जाएगी तथा राजसात की गई राशि सर्विस प्रोवाइडर द्वारा तुरंत जल संसाधन विभाग के व्यक्तिगत निक्षेप खाते (पी.डी. अकाउंट) में जमा की जाएगी जिसे निक्षेप खाते के धारक द्वारा चालान के माध्यम से राजस्व प्राप्तियां 0702 शीर्ष में जमा कराई जाएगी।

  
(तिलक राज कपूर) 3.6.16  
सचिव  
मध्यप्रदेश शासन  
जल संसाधन विभाग, भोपाल

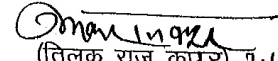
मध्यप्रदेश शासन  
जल संसाधन विभाग  
मंत्रालय, भोपाल

भोपाल, दिनांक १ जून, 2016

// आदेश //

क. 1117/सचिव/जसंवि/पीए/15-16- जल संसाधन विभाग में दिनांक 1 जून, 2016 के पश्चात आमंत्रित की जाने वाली सभी निविदाओं में ई-ई.एम.डी. का प्रावधान किया जाना है। इस हेतु निविदा प्रपत्र में निम्नानुसार संशोधन किया जाता है:-

1. सेक्शन-2, Instructions to Bidders (ITB), A. GENERAL के C. Preparation of Bid के अंतर्गत क्लॉज-12 Documents Comprising the Bid के सरल क. (iii) Earnest money के बाद (In case of EMD is deposited Electronically (e-EMD) the bidder need not produce the proof of EMD Deposit) तथा बिड डाटा शीट के स.क. 17 में Forms of Earnest maony deposit में "(i) FDR/e-FDR (ii) Demand draft of scheduled commercial Bank (iii) Interest bearing securities of post office के बाद स.क. (iv) पर e-EMD" जोड़ा जाता है।

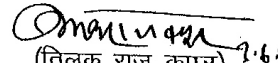
  
(तिलक राज कपूर) 27.6.16  
सचिव

मध्यप्रदेश शासन  
जल संसाधन विभाग, भोपाल

पृष्ठां. क. 1117/सचिव/जसंवि/पीए/15-16  
प्रतिलिपि:-

भोपाल, दिनांक १ जून, 2016

1. प्रमुख अभियंता, जल संसाधन विभाग, भोपाल।
2. समस्त मुख्य अभियंता, जल संसाधन विभाग,
3. समस्त अधीक्षण यंत्री, जल संसाधन विभाग,
4. समस्त कार्यपालन यंत्री, जल संसाधन विभाग,
5. वेब मैनेजर, कार्यालय परियोजना संचालक, पाईकू कक्ष क. 209 द्वितीय तल, स्वारा भवन, लिंक रोड क. 3, भोपाल की ओर पोर्टल पर प्रदर्शित करने हेतु।

  
(तिलक राज कपूर) 27.6.16  
सचिव

मध्यप्रदेश शासन  
जल संसाधन विभाग, भोपाल

1949/271/ई-टेंडरिंग/2014-15/  
कार्यालय प्रमुख अभियंता  
जल संसाधन विभाग  
जल संसाधन भवन, तुलसीनगर भोपाल (म.प्र.)

भोपाल, दिनांक 02/मार्च/फरवरी/2015

प्रति,

समस्त मुख्य अभियंता,  
जल संसाधन विभाग,

विषय:-जल संसाधन विभाग के ठेकों में खुदाई से प्राप्त हार्ड रॉक के उपयोग के संबंध में।

दिनांक 1 जनवरी, 2014 से लागू निविदा प्रपत्र की कंडिका 15(IV) बिड डाटा शीट एवं परिशिष्ट 'K' का अवलोकन करें। जल संसाधन विभाग के सभी ठेकों, जिनमें खुदाई में हार्ड रॉक प्राप्त होने की संभावना है, उन कार्यों के निविदा प्रपत्र के सेक्शन-4 Bill of Quantities में निम्न टीप अंकित किया जाना सुनिश्चित करें:-

"Excavation of Hard Rock will be paid to the contractor as per agreed rate. The Hard Rock received from excavation and remains unutilised by the department shall be at the disposal of the contractor. The contractor may use it at the same site or may sale it to any other person or contractor. All the taxes, Royalty and other charges if any shall be borne by the contractor. Necessary permits, pass, permissions required by the Mining act or any other act of the State Government or Central Government shall be obtained by the contractor."

"टर्न की पद्धति" से आमंत्रित की जाने वाली निविदाओं में भी उक्त टीप अंकित किया जाना सुनिश्चित करें।

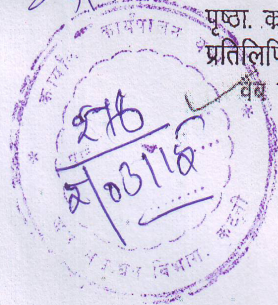
(एम.जी. चौबे)  
प्रमुख अभियंता  
जल संसाधन विभाग, भोपाल

भोपाल, दिनांक 02/मार्च/फरवरी/2015

पृष्ठा. क. 1949/271/ई-टेंडरिंग/2014-15/295  
प्रतिलिपि:-

वेब मैनेजर, पाईकू, जल संसाधन विभाग, भोपाल को पोर्टल पर जारी करने हेतु अग्रपिठ।

(एम.जी. चौबे)  
प्रमुख अभियंता  
जल संसाधन विभाग, भोपाल



प्रत्यप्रदेश शासन  
जल संसाधन विभाग,  
:- मुख्यालय :-  
इन्दौर महान गोपाल

पत्र क्र.-22(A)/326/MPS/31/2674

गोपाल दिनांक-17/06/2016

:- आदेश :-

विषय :- जल संसाधन विभाग में अस्वकार्य (Unworkable) निविदा प्राप्त होने पर की जाने वाली कार्यवाही।

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प्रतिशत दर पर आधारित निविदाओं एवं अद्यतन रेट पर आधारित निविदाओं में निविदाकारों द्वारा अस्वकार्य दर (Unworkable Rates) देने की प्रवृत्ति पर अंकुश लगाने के लिए अतिरिक्त परफार्मेंस गारंटी (Additional performance guarantee) देने वाले हेतु निम्न शर्तों में अतिरिक्त विशेष शर्त (Additional Special Condition) के रूप में जारी किये जाते हैं :-

- (i) लागू एस.ओ.आर. की तुलना में प्राप्त न्यूनतम निविदा दर (एल-1) परदृष्ट प्रतिशत से अधिक नीचे (more than Fifteen percent below) होने पर निविदा दर को अस्वकार्य दर (Unworkable Rate) माना जावेगा। यह सिद्धांत प्रतिशत दरों पर आधारित निविदा एवं अद्यतन रेट पर आधारित निविदाओं पर लागू होगा। अद्यतन रेट निविदाओं के लिए एस.ओ.आर. पर निविदाओं में प्राप्त न्यूनतम निविदा राशि (ऑफर) के प्रतिशत को निविदा प्रतिशत माना जावे। अस्वकार्य दर (Unworkable Rate) प्राप्त होने पर सफलतम निविदाकार (एल-1) द्वारा निविदा दर अनुसार शिपिंग निविदा राशि (Tendered amount) एवं एस.ओ.आर. पर निविदा की लागत से 15 प्रतिशत कम राशि (amount @ 15% below PAC) के अंतर की राशि अतिरिक्त परफार्मेंस गारंटी के रूप में (additional performance guarantee) ली जाए।
- (ii) उपरोक्तानुसार अस्वकार्य दरों (Unworkable Rates) हेतु अतिरिक्त परफार्मेंस गारंटी (additional performance guarantee) लिए जाने की सूचना निविदा स्वीकृति की सूचना (Letter of acceptance) के साथ ली जाए एवं यह उस प्रारूप में ली जाए, जिस प्रारूप में अर्नेस्ट मनी/परफार्मेंस गारंटी (earnest money/performance guarantee) ली जाती है।
- (iii) उपरोक्तानुसार अस्वकार्य दरों (Unworkable Rates) हेतु अतिरिक्त परफार्मेंस गारंटी (additional performance guarantee) लेने के उपरान्त ही अनुबंध निष्पादित किया जाए।
- (iv) अस्वकार्य दरों (Unworkable Rates) के लिए ली गई अतिरिक्त परफार्मेंस गारंटी (additional performance guarantee) कार्य पूर्णता प्रमाण पत्र (completion certificate) जारी होने के पश्चात ही वापस की जाए।

निरंतर.....2

2016/MPS/2016/MPS LETTER-2016-17.docx/17

10/10/16

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इस आदेश को जारी किए जाने की दिनांक के पश्चात आमंत्रित सभी निविदाओं में अतिरिक्त विशेष शर्तों के रूप में जोड़ा जाए।

मध्यप्रदेश के राज्यपाल के नाम से  
सथा आदेशानुसार

दिनांक 17/04/2026  
(व्ही.एस.टेकांग)  
उप सचिव

म.प्र.शासन, जल संसाधन विभाग

पृ. क्र.-22(A)/326/MPS/31/2025

भोपाल दिनांक- 17/04/2026

प्रतिलिपि :-

1. प्रमुख अभियंता, जल संसाधन विभाग, भोपाल।
2. परियोजना संचालक, विश्व बैंक परियोजनाएं, जल संसाधन विभाग, भोपाल।
3. संचालक मुख्य अभियंता, जल संसाधन विभाग, मध्यप्रदेश।
4. समस्त अधीक्षण यंत्री, जल संसाधन मण्डल मध्यप्रदेश।
5. समस्त कार्यपालन यंत्री, जल संसाधन विभाग, मध्यप्रदेश।
6. वेब मैनेजर, कार्यालय परियोजना संचालक, पाईकू भोपाल की ओर विभागीय पोर्टल पर प्रदर्शित करने हेतु।

दिनांक 17/04/2026  
उप सचिव  
म.प्र.शासन, जल संसाधन विभाग

क्रमांक 3441200 / 65 / 2016  
कार्यालय प्रमुख अभियन्ता  
जल संसाधन विभाग, भोपाल म०प्र०

भोपाल, दिनांक /12/2016

मुख्य अभियन्ता, जल संसाधन विभाग

1. नर्मदा त्राप्टी कछार, इन्दौर
2. विश्व बैंक परियोजनाएँ (पाईप) भोपाल ।
3. राजघाट नहर परियोजना दरिया ।
4. यमुना कछार ग्वालियर ।
5. चंबल बेतवा कछार भोपाल ।
6. जल संसाधन विभाग होशंगाबाद
7. बेनगंगा कछार, सिवनी ।
8. घसान केन कछार सागर ।
9. गंगा कछार रीवा ।

— सिंचाई कार्यों की गुणवत्ता सुनिश्चित करने बावत् ।

— शासन की एकल नस्ती क्र.3441200 / 65 / 2016 / 1737 / प्र.अ. / 16 / दि.30.11.2016,

1. जल संसाधन विभाग के अधीनस्थ सभी निर्माण कार्यों एवं 60 साल से अधिक लम्बाई वाली परियोजनाओं के मजदूतीकरण/सुदृढीकरण एवं सुधार कार्यों में उपयोग में आने वाली निर्माण सामग्री की गुणवत्ता की जांच स्थापित विभागीय प्रयोग शालाओं के साथ-साथ समय-समय पर निर्माण स्थल से निर्माण सामग्रीओं का नमूना लेकर एन ए वी एल से अभिमान्यता प्राप्त (Accredited) प्रयोग शालाओं से निर्माण एजेंसी के व्यय पर परीक्षण कराया जाये।
2. उपरोक्त आदेश/निर्देश को भविष्य में सभी एन.आई.टी. में विशेष ध्यान देकर लागू किया जाये।
3. विभाग के प्रचलित कार्यों में भी उपरोक्त आदेश/निर्देश का पालन किया जावे।

हस्ताक्षर  
(एम०जी० चौबे)

प्रमुख अभियन्ता  
जल संसाधन विभाग भोपाल  
भोपाल दिनांक /12/2016

पृ०क्र० 3441200 / 65 / 2016 /  
प्रतिलिपि,

1. उपसचिव, (तकनीकी) म०प्र० शासन, जल संसाधन विभाग, मंत्रालय, भोपाल
2. मुख्य अभियन्ता बोधी, जल संसाधन विभाग भोपाल।
3. परियोजना संचालक विश्व बैंक परियोजनाएँ जल संसाधन विभाग ।
4. संचालक सिंचाई योजनाएँ जल संसाधन विभाग भोपाल।
5. बैंक मनेजर पाईप को आदेश विभागीय बैंकसाइट पर दर्ज करने एवं  
की ओर सूचनाएँ एवं आवश्यक कार्रवाई हेतु प्रेषित।

(एम०जी० चौबे)  
प्रमुख अभियन्ता  
जल संसाधन विभाग भोपाल

क्रमांक-353/271/इ.टे./2017-18/  
कार्यालय प्रमुख अभियंता  
जल संसाधन विभाग, जल संसाधन भवन, तुलसी नगर, भोपाल  
ईमेल- enc.etendering.wrdmp@gmail.com  
फोन- 0755-2767635/2573438 फैक्स-0755-2552406

भोपाल, दिनांक जून, 2017

--आदेश--

महानिरीक्षक पंजीयन एवं अधीक्षक मुद्रांक म0प्र0 शासन भोपाल के क्रमांक 1502/तकनीकी-11/2016 भोपाल दिनांक 22.03.2016 द्वारा बर्क कांटेक्ट के दस्तावेजों पर दिनांक 14.01.2016 से प्रभावशील के अनुसार न्यूनतम 500/- तथा अधिकतम 25000/-के अध्यक्षीन रहते हुए ऐसे दस्तावेजों द्वारा प्रतिभूति रकम अथवा मूल्य का 0.25 प्रतिशत स्टाम्प शुल्क प्रभारित किया गया है।

विभाग में उपरोक्त ज्ञाप दिनांक 22.03.2016 के अनुसार कार्यवाही की जावे। यह आदेश तत्काल प्रभाव से लागू होगा।

हस्ता

(राजीव कुमार सुकलीकर)

प्रमुख अभियंता

जल संसाधन विभाग, भोपाल

दिनांक 27 जून, 2017

पृष्ठांकन क्र. 353/271/इ.टे./2017-18/2205  
प्रतिलिपि :-

1. प्रमुख सचिव, मध्य प्रदेश शासन, जल संसाधन विभाग।
2. समस्त मुख्य अभियंता, जल संसाधन विभाग।
3. समस्त अधीक्षण यंत्री, जल संसाधन गण्डल।
4. समस्त कार्यपालन यंत्री, जल संसाधन विभाग।
5. वेब मैनेजर, कार्यालय परियोजना संचालक, आईफू, कक्षा क्र. 209 द्वितीय तल, लिंक रोड नं.3, भोपाल की ओर विभागीय वेबसाइट पर प्रदर्शित करने हेतु अग्रहित।

Rouvi 576/13  
(राजीव कुमार सुकलीकर)  
प्रमुख अभियंता  
जल संसाधन विभाग, भोपाल

मध्यप्रदेश शासन  
लोक निर्माण विभाग  
मंत्रालय

क्रमांक एफ 17-1/2010/19/बी/

आदेश दिनांक /03/2015

::आदेश::

1. इस विभाग के समसंख्यक आदेश दिनांक 29.08.2011 द्वारा म.प्र. शासन के निर्माण विभाग/निगम/मण्डल/बोर्डों में ठेकेदारों के पंजीयन की विभागवार व्यवस्था के स्थान पर केन्द्रीयकृत व्यवस्था लागू करने का निर्णय लिया गया था। इस व्यवस्था के अंतर्गत पंजीयन के लिए कार्य विभाग नियमावली 1983 के चैप्टर 2 सेक्शन 16 (2.095 से 2.102) के स्थान पर प्रारूप "अ" प्रतिस्थापित किया गया है। प्रारूप "अ" के बिन्दु क्रमांक 7 में म.प्र.शासन, लोक निर्माण विभाग के आदेश क्रमांक 7882/9671/19/यो दिनांक 19.11.1999 (छायाप्रति संलग्न) के अनुसार ठेकेदार के पंजीयन का निचली श्रेणी में अवनत करने (Demotion), रद्द करने (Cancellation), निलंबित करने (Suspension) एवं ठेकेदार के नाम को काली सूची में डालने (Black listing) की कार्यवाही के निर्देश दिये गये हैं। यह निर्णय लिया गया है कि अब मात्र Suspension अथवा Black Listing की कार्यवाही की जाएगी।

2. संबंधित विभाग/उपक्रम का मुख्य अभियंता अथवा समकक्ष अधिकारी निम्न परिस्थितियों में ठेकेदार का नाम काली सूची में डालने (Black listing) अथवा उसका पंजीयन निलम्बन करने (Suspension) की कार्यवाही कर सकेंगे यदि:-

1. The affidavit/ Self declaration contains any false information or suppresses any material information.
2. Such bidder whose bid is accepted fails to execute the agreement. The suspension will be in addition to forfeiture of his earnest money or any other penalty imposed as per the tender condition.
3. Contractor fails to use mobilization advance given to him for the purpose it was meant.
4. Contractor fails to renew the securities deposited to the department.
5. If documents submitted are found to be false.
6. The contractor is found to be non serious in executing the agreed works or leaves the agreed work incomplete, irrespective of the expiry of the full contract period.
7. The contractor fails to rectify any lapse(s) in quality of the work done within a reasonable time.
8. Contractor fails to maintain/repair/redo the work upto the expiry of performance guarantee period, when it is specifically brought to his notice.
9. On any other ground which is considered reasonable after recording reason.

Note:-

- i. During the period of suspension neither his registration will be renewed nor fresh registration will be issued.
  - ii. Black listed contractor will not be allowed fresh registration or renewal of his registration till order of black listing is revoked or cancelled.
  - iii. Contractor or firms black listed or suspended or any of its partner will not be registered under any other name.
  - iv. Period of suspension should be for a definite period.
3. ठेकेदार का पंजीयन निलंबित करने अथवा नाम काली सूची में रखने का निर्णय सक्षम अधिकारी अपचार की गंभीरता के आधार पर करेंगे।

(सी.पी. अग्रवाल)

सचिव

मध्यप्रदेश शासन

लोक निर्माण विभाग

पृ.क. एक 17-1/2010/19/बी/244

भोपाल दिनांक 24/3/2015

प्रतिलिपि:-

1. अपर मुख्य सचिव म.प्र.शासन ग्रामीण विकास विभाग मंत्रालय।
2. प्रमुख सचिव, म.प्र.शासन जल संसाधन विभाग/नर्मदा घाटी विकास प्राधिकरण/लोक स्वास्थ्य यांत्रिकी विभाग/लोक निर्माण विभाग /नगरीय प्रशासन विकास विभाग मंत्रालय।
3. प्रमुख अभियंता लोक निर्माण विभाग/लोक स्वास्थ्य यांत्रिकी विभाग/जल संसाधन विभाग/ग्रामीण यांत्रिकी विभाग/परियोजना संचालक लोक निर्माण विभाग परियोजना क्रियान्वयन इकाई निर्माण भवन भोपाल।
4. समस्त मुख्य अभियंता लोक निर्माण विभाग MOPRO।
5. आई.टी.सेल कार्या. प्रमुख अभियंता लो.नि.वि. भोपाल उक्त आदेश को वेबसाइट पर अपलोड करने का कष्ट करें।

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प्रमुख अभियंता

कृपया आवश्यक कार्रवाई करें।

कृपया का कष्ट करें।

23/3/2015  
सचिव

मध्यप्रदेश शासन

लोक निर्माण विभाग

24/3/2015

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- (1) विभागीय वेबसाइट पर उद्धृष्टि करें।
- (2) समस्त कक्षा का दायजति दें।
- (3) CE(P), निबन्दा उपर में शामिल करें।

25.3.15  
D.S.

मध्यप्रदेश शासन  
जल संसाधन विभाग  
मंत्रालय  
वल्लभ भवन भोपाल 462004

कमांक 22(ए) 326-ए/MPS/31/148

भोपाल, दिनांक 08/02/2024

प्रति,

प्रमुख अभियंता,  
जल संसाधन विभाग,  
भोपाल।

**विषय:- जल संसाधन विभाग के निविदा प्रपत्र के प्रावधानों में संशोधन बावत्।**

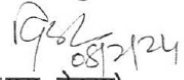
संदर्भ:- एकल नस्ती क्र. 600/271/ई-टेण्डर/2023-24 भोपाल, दिनांक 29.01.2024

जल संसाधन विभाग के निविदा प्रपत्र के प्रावधानों में संशोधन के संबंध में दिनांक 07.02.2024 में लिये गये प्रशासकीय निर्णय अनुसार संलग्न प्रपत्र में उल्लेखित कंडिकाओं में संशोधनों को राज्य शासन द्वारा अनुमोदित किया जाता है।

- 2) संलग्न प्रपत्र अनुसार सरल क्रं. 1 एवं 2 पर उल्लेखित संशोधन विभाग द्वारा जारी की जाने वाली समस्त निविदाओं पर लागू होंगे।
- 3) सरल क्रं. 3 से 12 पर अंकित संशोधन वृहद एवं मध्यम परियोजनाओं के निर्माण कार्यों की निविदाओं पर लागू होंगे।
- 4) उक्त संशोधन जल संसाधन विभाग के कार्यों के लिए लागू होंगे।

संलग्न:- उपरोक्तानुसार

मध्यप्रदेश के राज्यपाल के नाम से  
तथा आदेशानुसार

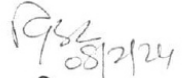
  
(व्ही.एस. टेकम)  
उप सचिव,

म.प्र. शासन, जल संसाधन विभाग

भोपाल, दिनांक 08/02/2024

पृष्ठांकन कमांक 22(ए) 326-ए/MPS/31/149  
प्रतिलिपि :-

1. मुख्य अभियंता, प्रोक्योरमेंट कार्यालय प्रमुख अभियंता, जल संसाधन विभाग, भोपाल।
2. समस्त मुख्य अभियंता/परियोजना संचालक (पीआईयू) जल संसाधन विभाग।
3. समस्त अधीक्षण यंत्री/कार्यपालन यंत्री, जल संसाधन विभाग।
4. वेब मैनेजर कार्यालय प्रमुख अभियंता, भोपाल की ओर विभागीय पोर्टल में प्रदर्शित करने हेतु।

  
उप सचिव,

म.प्र. शासन, जल संसाधन विभाग

Comparative Statement of Previous Tender Documents & Proposed Tender Documents			
S.No.	Criteria	Existing Provision in Tenders of M.P.WRD	Proposed Modification in Tenders of M.P.WRD
<b>A. Modifications Proposed in all types of Tenders</b>			
1	GST Clause	A. The Bid price quoted by the contractor shall deemed to be inclusive of all taxes viz. GST Income Tax, Labour Cess, Duties, Royalties and other taxes, fees of central and state government, local bodies and authorities whatsoever on all works contract services, labour, material and equipment that the contractor will procure for the performance of this contract (As per order 362/271/e.td/2018-19/3659 dt 24.04.2018) B. If during the implementation of contract, the rate of GST on works contract service is reduced from the prevailing rate (as on the last date of submission of bid) then the difference of GST on work contracts service rates will be recovered from the date on which the reduction in GST rates shall be effective. Similarly, if GST rates increases the additional increased amount, as per actual, will be paid to the agency. (As per order 22 A 326-A/ MPS/31/471 dt 24.03.2022)	A. The Bid price quoted by the contractor shall deemed to be inclusive of Income Tax, Labour Cess, Duties, Royalties and other Taxes whatsoever on all labour, material and equipment's that the contractor will procure for the performance of this contract, <b>except "GST on works contract services"</b> . Payment of "GST on works contract services" shall be paid separately to the contractor as per prevailing rate at the time of raising of bill/invoice by the contractor. B. The liability, if any, on account of increase in all types of taxes inclusive Income Tax, Labour Cess, Royalties, all types of fees of Central and State government, Local bodies and Authorities whatsoever on all works, contract services, labour, material and equipment that the contractor will procure for the performance of this contract, <b>except GST shall be borne by the contractor.</b>
2	Additional Performance Security	To restrict the bidders from quoting unworkable rates, the bidder have to pay additional performance security amount equals to the difference of 15% less than PAC and contract amount quoted by bidder. (as per GoMP order No. 22(A)/ 326 / MPS/31/2074, Bhopal, dated 17/10/2016 and amended order 14.06.2021 and 06.09.2021.)	To restrict the bidders from quoting unworkable rates, the bidder shall have to pay additional performance security amount equals to the difference of 90% amount of PAC and contract amount quoted by bidder in Item Rate/ Percentage Rate/ Turnkey Tenders.
<b>B. Modifications Proposed in Tenders of Major/Medium Projects only</b>			
<b>Volume-I Section-II, Pre-Qualification criteria clause I Financial Criteria-</b>			
3	Annual turnover clause 1.1	The Bidder should have, in last three financial years audited:- 1.1 Average Annual Turnover-The bidder or JV should have Average Annual Turnover equal to or more than 50% of PAC in last 3 financial years. The turnover of the years prior to current year shall be given weightage of 10% per year to bring them to current price level.	The Bidder should have, in last five financial years audited:- 1.1 Average annual turnover-The bidder or JV should have Average Annual Turnover equal to or more than 50% of PAC in last 5 financial years. The turnover of the years prior to current year shall be given weightage of 10% per year to bring them to current price level. • <b>In case of Joint Venture, lead partner must meet criteria fully.</b>

E  
E.C.O.

*Signature*  
Secretary,  
Government of Madhya Pradesh,  
Bhopal.

*Signature*  
Shishir Kushwaha  
Engineer-In-Chief

S.No.	Criteria	Existing Provision in Tenders of M.P.WRD	Proposed Modification in Tenders of M.P.WRD
4	Net Worth (paid up share capital + reserves & surplus)	Net worth of the bidder (and each partner of JV in case of JV) of last 3 financial years should be positive and Net Worth of the bidder or JV of last Financial Year should not be less than 10% of PAC. Certificate from a Chartered Accountant should be submitted.	No Changes Proposed
5	Not suffer Loss	The bidder (and Lead partner in case of JV) should not have suffered loss in more than one financial year during last 3 financial years due to any reasons whatsoever. Note: Certificate of C.A. to this effect should be uploaded.	No Changes Proposed
6	Bid Capacity clause 1.4	Bid Capacity- Bid Capacity of the bidder or JV should be equal to or greater than PAC. Evaluation of Bid Capacity: Bid Capacity = 2 X A x B - C. Where: A = Maximum Turnover in any one year during the last 3 years (10% weightage per year shall be given to bring the value of work executed to the current price level) B = Prescribed completion period in years for the subject contract. C = Balance amount of contract work in hand to be executed during the contract period. • The assessed value of Bid Capacity of bidder or JV should not be less than amount put to tender i.e. PAC Note: Only Audited Balance Sheet or CA certificate based on Audited Balance Sheet shall be considered. Provisional balance sheet will not be considered.	Bid Capacity- Bid Capacity of the bidder or JV should be equal to or greater than PAC. Evaluation of Bid Capacity: Bid Capacity = 2 X A x B - C. Where: A = Maximum Turnover in any one year during the last 3 years (10% weightage per year shall be given to bring the value of work executed to the current price level) B = Prescribed completion period in years for the subject contract. C = Balance amount of contract work in hand. The assessed value of Bid Capacity of bidder or JV should not be less than amount put to tender i.e. PAC • In case of Joint Venture, each partner individually must fulfil requirement of bid capacity in proportion to their share in JV. Note: Only Audited Balance Sheet or CA certificate based on Audited Balance Sheet shall be considered. Provisional balance sheet will not be considered.

E  
EE (P)

*Handwritten signature*  
10/04/24  
District Secretary,  
Central Public Works Dept.,  
Water Resources Dept.

*Handwritten signature*  
Shishir Kushwaha  
Engineer-In-Chief

S.No.	Criteria	Existing Provision in Tenders of M.P.WRD	Proposed Modification in Tenders of M.P.WRD
<b>Volume-I Section-II, Pre-Qualification criteria clause II Physical Criteria-</b>			
For Major Projects			
7	Physical	<p>The bidder or JV should have executed in last 5 financial years as stipulated below-</p> <ol style="list-style-type: none"> <li>1. Micro lift irrigation Project - A and (B or C)</li> <li>2. Dam/Barrage and Micro lift irrigation Project with power house A, B, C and D</li> <li>3. Micro lift irrigation Project without power house - A, B and C</li> <li>4. Dam/Barrage with power house - C and D</li> </ol> <p>Where,                      A = Construction of Micro Irrigation/ pipe network of Minimum CCA (physical arable land covered by irrigation) of 3,000 ha. having minimum head discharge of 1.0 cumecs in a single contract.                      B = Construction of New Irrigation canal/Pipe network of CCA (physical arable land covered by irrigation) not less than 15000 ha OR 50% of required CCA whichever is less in maximum two contracts together.                      C = Created storage capacity of 100 MCM OR 50% of designed capacity whichever is less in single reservoir.                      D = Executed complete work including commissioning of power house or pump house of 50% capacity of proposed power in a single contract.</p>	<p>The bidder or JV should have executed in last 5 financial years as stipulated below-</p> <ol style="list-style-type: none"> <li>1. Pressurised pipe irrigation project without headworks- A and (B or D)</li> <li>2. Dam/ Barrage - C only + (35% of quantities of items, constituting more than 20% of PAC divided by no of years in any one year during last five financial years)</li> <li>3. Dam/Barrage with pressurised pipe irrigation Project-A and (B or D) and C</li> <li>4. Dam/Barrage with Power House Project - C and D.</li> </ol> <p>Where,                      A = Design, Construction and Irrigation from new pressurised pipe network for minimum CCA (physical arable land covered by irrigation) of 15000 ha OR 35% of required CCA having minimum head discharge of 1.50 cumecs, whichever is minimum in a single contract.                      B = Design, Construction and Irrigation from new irrigation canal network of CCA (physical arable land covered by irrigation) not less than 10,000 ha OR 50% of required CCA whichever is less in single contract.                      C = Created storage capacity of 100 MCM OR 50% of designed capacity whichever is less in single reservoir.                      D=Executed complete work including commissioning of power house or pump house of 35% capacity of proposed power in a single contract.  <b>Note: In case of Joint Venture, qualification of any JV partner with share less than 26% shall not be taken into consideration for evaluation purpose.</b></p>

EE (P)

*(Signature)*  
 Mr. S. K. Singh  
 Joint Secretary,  
 Govt. of Madhya Pradesh,  
 Water Resources Deptt.

*(Signature)*  
 Shishir Kushwaha  
 Engineer

S.No.	Criteria	Existing Provision in Tenders of M.P.WRD	Proposed Modification in Tenders of M.P.WRD
For Medium Projects			
8	Physical	<p>The bidder or JV should have executed in last 5 financial years as stipulated below-</p> <ol style="list-style-type: none"> <li>1. Micro lift irrigation Project - A and (B or C)</li> <li>2. Dam/Barrage and Micro lift irrigation Project with power house - A, B, C and D</li> <li>3. Micro lift irrigation Project without power house- A, B and C</li> <li>4. Dam/Barrage with power house - C and D</li> </ol> <p>Where,                      A = Construction of Micro Irrigation/ pipe network of Minimum CCA (physical arable land covered by irrigation) of 1,000 ha. having minimum head discharge of 0.35 cumecs in a single contract.                      B = Construction of New Irrigation canal/Pipe network of CCA (physical arable land covered by irrigation) not less than 5000 ha OR 50% of required CCA whichever is less in maximum two contracts together.                      C = Created storage capacity of 20 MCM OR 50% of designed capacity whichever is more in single reservoir.                      D= Executed complete work including commissioning of power house or pump house of 50% capacity of proposed power in a single contract.</p>	<p>The bidder or JV should have executed in last 5 financial years as stipulated below-</p> <ol style="list-style-type: none"> <li>1. Pressurized pipe irrigation project without headworks -A and (B or D)</li> <li>2. Dam/ Barrage - C only + (35% of quantities of items, constituting more than 20% of PAC divided by no of years in any one year during last five financial years)</li> <li>3. Dam/Barrage with pressurized pipe irrigation Project - A and (B or D) and C</li> <li>4. Dam/Barrage with power house - C and D</li> </ol> <p>Where,                      A = Design, Construction and Irrigation from New pressurised pipe network for minimum CCA (physical arable land covered by irrigation) of 2000 ha OR 35% of required CCA having minimum head discharge of 0.35 cumecs, whichever is minimum in a single contract.                      B = Design, Construction and Irrigation from New Irrigation canal network of CCA (physical arable land covered by irrigation) not less than 5000 ha OR 50% of required CCA whichever is less in single contract.                      C = Created storage capacity of 20 MCM OR 50% of designed capacity whichever is more in single reservoir.                      D= Executed complete work including commissioning of power house or pump house of 35% capacity of proposed power in a single contract.  <b>Note: In case of Joint Venture, qualification of any JV partner with share less than 26% shall not be taken into consideration for evaluation purpose.</b></p>

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E.E.P)

*(Signature)*  
 Deputy Secretary,  
 Govt. of M.P.,  
 Water Resources Deptt.

*(Signature)*

Shishir Kushwaha  
 Engineer-In-Chief

S.No.	Criteria	Existing Provision in Tenders of M.P.WRD	Proposed Modification in Tenders of M.P.WRD
9	J.V. following conditions and requirements must be fulfilled	NO SUCH PROVISIONS	Note- 1. The lead partner/ Partner in charge in JV shall be fully responsible for the execution of work defined. If, any of the partner fails to perform the defined role, other partners shall perform all obligation under the contract in the defined period, irrespective of their share in JV. In case of failure, penal action shall be taken against all JV Partners irrespective of their roles and responsibilities mentioned in JV Agreement. 2. Non-fulfilment of conditions stipulated in Annexure-G may lead to disqualification of the bidder/ JV at any stage.
10	Payment for Procurement & Construction of Pressurized Piped Irrigation System	Payment against procurement of and construction of components of pressurized pipe irrigation system shall commence only after Forest clearance of Dam seat, approval of GAD and completion of Dam work upto 1.00 meter over and above foundation level in minimum 50% width of main River/Nalla portion of respective Dam. Payment against procurement of materials at any point of time shall not exceed 20% of contract amount of Pressurized piped irrigation system. The contractor shall be in readiness with completion of survey, investigations and approval of design and drawing of Pressurised piped irrigation system etc. the land acquisition of dam, submergence and Pressurised piped irrigation system shall go simultaneously.	Payment for procurement & construction work of pressurised pipe irrigation system shall be allowed up-to 20% cost of the Unit-II (Canal- pressurised piped system) only after obtaining environment clearance, stage-I forest clearance and approval of GAD, until concrete work is completed upto foundation level plus 1.00 meter height in at least 35% length of respective dam. The contractor shall be in readiness with completion of survey and investigations and approval of design and drawing of pressurized piped irrigation system etc. The land acquisition for dam, submergence and pressurized piped irrigation system shall go simultaneously.
11	OTHER SPECIAL CONDITIONS OF CONTRACT	The contractor shall be required to submit afresh Bank Guarantee (BG) of Rs. 5.00 Crore or 10% of operation and maintenance cost for extended 5 years, whichever is more. This shall be released not before 90 days after the successful completion of O&M works and handing over the project to department in sound position. After receipt of Bank Guarantee (BG), Previous Security Deposit (SD) shall be released in accordance with Provision of Clause 108.20 of the agreement.	The contractor shall be required to submit afresh Bank Guarantee (BG) of 5% of operation and maintenance cost for next 5 years and extended 5 years. This shall be released not before 90 days after the successful completion of O&M works and handing over the project to department in sound position. After receipt of Bank Guarantee (BG), Previous Security Deposit (SD) shall be released in accordance with Provision of Clause 108.2 of the agreement.

ER (P)

*Handwritten signature and stamp:*  
 19/04/2024  
 Secretary,  
 Govt. P.W.D. Bhopal,  
 Govt. P.W.D. Bhopal

*Handwritten signature:*  
 Shishir Kushwaha  
 Engineer-In-Chief

S.No.	Criteria	Existing Provision in Tenders of M.P.WRD	Proposed Modification in Tenders of M.P.WRD															
12	PRICE ADJUSTMENT	<p><b>For Construction Work-</b> Price adjustment component for construction and commissioning work i.e building works, bridge work, canal work (earthwork, lining and all structure), canal earthwork only, drilling and grouting, earth dam works, Masonary, concrete dam work, fabrication, supply and erection, Tunnel works, pressurized pipe irrigation system, composite dam are defined as per order 374/271/e.td/enc/18-19/3555 bhopl dt 06.04.2018 in which POL, LABOUR, PLANT MACHINERY SPARES percentage is fixed and cement, steel, bitumen, HDPE and other material percentages are calculated in Ratio of cost of component to the amount put to tender.</p> <p><b>For Management, Operation and Maintenance Work-</b> No such Provision</p>	<p>No Changes Proposed</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Component</th> <th>Percentage of component in the work</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Labour - Pl</td> <td>60%</td> </tr> <tr> <td>2</td> <td>POL - P<sub>r</sub></td> <td>20%</td> </tr> <tr> <td>3</td> <td>Plant and Machinery Spares – P<sub>p</sub></td> <td>20%</td> </tr> <tr> <td></td> <td>Total</td> <td>100%</td> </tr> </tbody> </table>	S.No.	Component	Percentage of component in the work	1	Labour - Pl	60%	2	POL - P <sub>r</sub>	20%	3	Plant and Machinery Spares – P <sub>p</sub>	20%		Total	100%
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	Total	100%																

E.E.V

Shishir Kushwaha  
Engineer-In-Chief

08/2/24

मध्यप्रदेश शासन  
जल संसाधन विभाग

-:: मंत्रालय ::-

पत्र क्रं. 122/2026/बी/31

दिनांक 01/04/2026

-: आदेश :-

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मध्यप्रदेश शासन, जल संसाधन विभाग द्वारा जारी आदेश क्रं. 22A/326/ए-MPS 148/31/ भोपाल दिनांक 08.02.2024 में संलग्न प्रपत्र के स.क्रं. 02 पर उल्लेखित अतिरिक्त परफॉरमेंस गारंटी (Additional Performance Guarantee) के प्रावधान में निम्नानुसार संशोधित किया जाता है:-

- निविदा में 10 प्रतिशत कम दर प्राप्त होने पर कोई अतिरिक्त परफॉरमेंस गारंटी की राशि नहीं लिया जाना है।
- निविदा में 10 से 20 प्रतिशत तक कम दर आने पर निविदा दर 10 प्रतिशत से बढ़कर जितने प्रतिशत कम होगी PAC राशि का उतना प्रतिशत अतिरिक्त परफॉरमेंस गारंटी की राशि निम्नानुसार होगी :-

उदाहरण:- यदि निविदा की अनुमानित लागत (PAC) Rs. 100.00 लाख है, तथा सफलतम निविदाकार की दर 14 प्रतिशत Below SOR हो तो अतिरिक्त परफॉरमेंस गारंटी की गणना निम्नानुसार होगी:-

एफ.डी.आर. के रूप में प्रस्तुत की जाने वाली अतिरिक्त परफॉरमेंस गारंटी की राशि:-

Probable Amount of Contract (PAC) X Rates Below SOR Beyond 10% = 100  
(14% - 10%) = Rs. 4.00 लाख

- निविदा में 20 प्रतिशत से अधिक कम दर (Rates Below SOR Beyond 20%) आने पर अतिरिक्त परफॉरमेंस गारंटी गणना निम्नानुसार होगी:-

उदाहरण:- यदि निविदा की अनुमानित लागत (PAC) Rs. 100.00 लाख है तथा सफलतम निविदाकार की दर 24 प्रतिशत Below SOR हो तो अतिरिक्त परफॉरमेंस गारंटी की गणना निम्नानुसार होगी:-

एफ.डी.आर. के रूप में प्रस्तुत की जाने वाली अतिरिक्त परफॉरमेंस गारंटी की राशि :-

A+B

- A. Probable Amount of Contract X1 X Rates Below SOR Beyond 10% upto  
20%) = 100x1X(10%)= Rs. 10.00 लाख

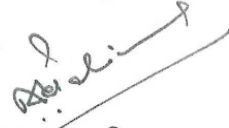
B. Probable Amount of Contract X2 X Rates Below SOR Beyond

20%=100x2x (4%)= Rs. 8.00 लाख

अर्थात् कुल अतिरिक्त परफॉर्मेंस गारंटी की राशि (A+B)=Rs. 18.00 लाख

यह ओदश दिनांक 01/04/2026 से प्रभावशील होगा।

मध्यप्रदेश के राज्यपाल के नाम से  
तथा आदेशानुसार


  
(डॉ. अरूण पालीवाल)  
वित्तीय सलाहकार  
मध्यप्रदेश शासन  
जल संसाधन विभाग मंत्रालय

पत्र क्रं 123 /2026/बी/31

दिनांक 01/04/2026

प्रतिलिपि:-

1. प्रमुख अभियंता, जल संसाधन विभाग, भोपाल।
2. समस्त मुख्य अभियंता/परियोजना संचालक, जल संसाधन विभाग, मध्यप्रदेश।
3. समस्त अधीक्षण यंत्री/अतिरिक्त परियोजना संचालक, जल संसाधन मण्डल, मध्यप्रदेश।
4. समस्त कार्यपालन यंत्री/ परियोजना प्रशासक, जल संसाधन संभाग, मध्यप्रदेश।
5. वेब मैनेजर, कार्यालय प्रमुख अभियंता, जल संसाधन विभाग, भोपाल की ओर विभागीय पोर्टल में प्रदर्शित करने हेतु।

  
वित्तीय सलाहकार  
मध्यप्रदेश शासन  
जल संसाधन विभाग मंत्रालय

इसे वेबसाईट [www.govtpress.mp.gov.in](http://www.govtpress.mp.gov.in)  
से भी डाउन लोड किया जा सकता है.



# मध्यप्रदेश राजपत्र

( असाधारण )

## प्राधिकार से प्रकाशित

क्रमांक 250]

भोपाल, मंगलवार, दिनांक 9 सितम्बर 2025—भाद्र 18, शक 1947

विधि और विधायी कार्य विभाग

भोपाल, दिनांक 8 सितम्बर 2025

क्र. 8590-159-इक्कीस-अ (प्रा.).—मध्यप्रदेश विधान सभा का निम्नलिखित अधिनियम जिस पर दिनांक 3 सितम्बर, 2025 को राज्यपाल महोदय की अनुमति प्राप्त हो चुकी है, एतद्वारा सर्वसाधारण की जानकारी के लिये प्रकाशित किया जाता है.

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार,  
आर. पी. गुप्ता, अतिरिक्त सचिव.

MADHYA PRADESH ACT

No. 18 OF 2025

THE INDIAN STAMP (MADHYA PRADESH AMENDMENT) ACT, 2025

[Received the assent of the Governor on the 3<sup>rd</sup> September, 2025; assent first published in the "Madhya Pradesh Gazette (Extra-ordinary)", dated the 9<sup>th</sup> September, 2025.]

**An Act further to amend the Indian Stamp Act, 1899 in its application to the State of Madhya Pradesh.**

Be it enacted by the Madhya Pradesh Legislature in the Seventy-sixth year of the Republic of India as follows:-

1. (1) This Act may be called the Indian Stamp (Madhya Pradesh Amendment) Act, 2025.

Short title and commencement.

(2) It shall come into force from the date of its publication in the Madhya Pradesh Gazette.

2. The Indian Stamp Act, 1899 (II of 1899) (hereinafter referred to as the principal Act) shall in its application to the State of Madhya Pradesh be amended in the manner hereinafter provided.

Amendment of Central Act II of 1899 in its application to the State of Madhya Pradesh.

3. In Schedule I-A to the principal Act,-

Amendment of Schedule I-A.

(1) in article 5, in column (2), for the words "fifty rupees", the words "two hundred rupees" shall be substituted.

(2) in article 6,-

(i) in sub-clause (ii) of clause (e), in column (2), for the words "one thousand rupees", the words "five thousand rupees" shall be substituted.

(ii) in clause (gb), for sub-clause (i) and (ii), the following sub-clauses shall be substituted, namely,-

"(i) If contract value is upto fifty lakh rupees. One thousand rupees

(ii) If contract value exceeds fifty lakh rupees. 0.2 percent of contract value subject to a maximum of rupees ten lakh."

(iii) for clause (h), the following clause shall be substituted, namely:-

"(h) If not otherwise provided for,-

(i) Where value is involved. Rupee one for every ten thousand rupees or part thereof of the value, subject to a minimum of one thousand rupees.

(ii) For the cases not covered by (i) above. One thousand rupees."

- (3) in article 24, in column (2), for the words "one thousand rupees", the words "five thousand rupees" shall be substituted.
- (4) in article 32, in column (2), for the words "one thousand rupees", the words "five thousand rupees" shall be substituted.
- (5) after sub-clause (ii) of clause (b) of article 38, the following sub-clause shall be added, namely:-
  - "(iii) for mining leases not covered by (i) and (ii) above. 2% of the whole amount payable or deliverable under such lease."
- (6) in article 41-A,-
  - (i) in sub-clause (i) of clause (a), in column (2), for the words "five thousand rupees", the words "ten thousand rupees" shall be substituted.
  - (ii) in sub-clause (ii) of clause (a), in column (2), for the words "two thousand rupees", the words "five thousand rupees" shall be substituted.
  - (iii) in sub-clause (i) of clause (b), in column (2), for the words "two thousand rupees", the words "five thousand rupees" shall be substituted.
  - (iv) in sub-clause (ii) of clause (b), in column (2), for the words "one thousand rupees", the words "two thousand rupees" shall be substituted.
- (7) in article 48, in column (1), in explanation-1, after the word "grandson", the words "and in the event of death of brother, his wife and children" shall be added.
- (8) in article 49,-
  - (i) in sub-clause (a) of clause A, in column (2), for the words "two thousand rupees", the words "five thousand rupees" shall be substituted.
  - (ii) in sub-clause (b) of clause B, in column (2), for the words "one thousand rupees", the words "five thousand rupees" shall be substituted.
- (9) in article 50,-
  - (i) in clause (a), in column (2), for the words "one thousand rupees" the words "two thousand rupees" shall be substituted.
  - (ii) in clause (b), in column (2), for the words "two thousand rupees" the words "five thousand rupees" shall be substituted.
  - (iii) in clause (d), in sub-clause (i), in column (2) for the words "one thousand rupees" the words "two thousand rupees" shall be substituted.

- (iv) in clause (e), in column (2) for the words "one hundred rupees" the words "two thousand rupees" shall be substituted.
- (v) in clause (f), in column (2), for the words "one thousand rupees" the words "two thousand rupees" shall be substituted.
- (10) in article 53, in column (2), for the words "one thousand rupees", the words "five thousand rupees" shall be substituted.
- (11) in article 60, in column (2), for the words "one thousand rupees", the words "two thousand rupees" shall be substituted.
- (12) in article 63, in clause B, in column (2), for the words "One thousand rupees", the words "five thousand rupees" shall be substituted.