

M.P.STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION

HEAD OFFICE

PANCHANAN 3 rd FLOOR,MALVIYA NAGAR , BHOPAL

APPENDIX 2.10

For Percentage Rate only in works departments and other

Departments similar to work departments

(EFFECTIVE FROM 23.07.2014)

OFFICE OF THE	HEAD OFFICE PANCHANAN 3rd FLOOR, MALVIYA NAGAR , BHOPAL
N.I.T. No. and Date	H.O./20-21/Gwalior / dt. 01.03.2021
Tender No.	02
Agreement Number and Date	_____
Name of Work	Construction of Office cum Godown at District Office Campus Gwalior District Gwalior
Name of Contractor	_____
Probable Amount of Contract (Rs. In Figure) (Rs. In Words)	29.47 Lacs Twenty Nine Lacs Fourty Seven Thousand
Contract Amount (Rs. In Figure) (Rs. In Words)	_____
Stipulated Period of Completion	06 Months Including rainy season

M.P.STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION

HEAD OFFICE

PANCHANAN 3 rd FLOOR,MALVIYA NAGAR , BHOPAL

ANNEXURE — 1

PARTICULARS OF VALUES TO BE ASSIGNED FOR VARIOUS CLAUSES OF TENDER DOCUMENTS

(APPENDIX 2.10) FOR -----, WORKS (EFFECTIVE FROM 23.07.2014)

(APPROVED VIDE FINANCE DEPARTMENT NO. 751/1345/B-9/चार DATED 26-12-2013)

REFERENCE	Particulars	VALUES APPLICABLE FOR CPA WORKS
GCC CLAUSE 28	PAYMENT UPON TERMINATION	GCC Clause 28.1 — If the contract is terminated under Clause 27.3, the Engineer shall issue a Certificate for the 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. Penalty Shall include : (a) Security deposit as per Clause 30 of General Conditions of Contract and (b) Liquidated Damages imposed as per Clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per Clause 29 of General Conditions of Contract, whichever is higher.
ITB Clause 22	PERFORMANCE SECURITY & ADDITIONAL PERFORMANCE SECURITY	ITB Clause 22 — (1) Performance Security to be Deposited @ 5%(Five percent) of contract amount. (2) Additional Performance Security to be Deposited @5% (Five percent) along with Performance Security only in case of Road works in PWD with period of validity similar to that of Performance Security.
GCC Clause 30	SECURITY DEPOSIT	GCC Clause 30 — SECURITY DEPOSIT to be deducted from each running bill @ of 5%
GCC Clause 31	PRICE ADJUSTMENT	GCC Clause 31 — Price Adjustment shall be applicable only in case where the Amount in N.I.T. is more than Rs. 10 (Ten) Crores. This clause shall not have any bearing with the Contract Amount. GCC Clause 31, Annexure-R The Price Adjustment shall apply only in respect of Cement, Steel, Bitumen and POL components.
GCC Clause 32	MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE	GCC Clause 32 — No Mobilization and Construction Machinery Advance.
GCC Clause 33	SECURED ADVANCE	GCC Clause 33 — NO SECURED ADVANCE.

EXECUTIVE ENGINEER,
HEAD OFFICE. BHOPAL

TENDER DOCUMENT

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SECTION – 1

M.P.STATE AGRO IND.DEV.CORPN.LTD.

Head Office, Panchanan 3rd Floor, Malviya Nagar ,Bhopal

Phone: 2555074/2551652/2551756; Email: mpagrohbpl@gmail.com

H.O./2020-21/ 02/

dated 01-03-2021

Notice Inviting e-Tenders

Online percentage rate bids based on S.O.R. of PWD enforced from 01/08/2014 for Building works and electrical works (I/C all ammendments upto date of issue of NIT), and PWD Road and bridge S.O.R. enforced from 29/08/2017(I/C all ammendments upto date of issue of NIT) are invited from registered contractors of MPPWD in centralized category for the following work :-

Name of Work	Place	P.A.C.	(EMD)	Cost of Document I/C G.S.T.	Completion Period
Construction of Office cum Godown at District Office Campus Gwalior	Distt. Gwalior	29.47 Lacs	Rs 50000/-	Rs 5900/-	6 month i/c Rainy season

1. Interested bidders can view the Detailed NIT on website www.mpagro.org and www.mptenders.gov.in.
2. Amendments if any, would be published on website only, and not in newspaper.

Executive Engineer

Notice Inviting Tender
M.P.STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION
HEAD OFFICE
PANCHANAN 3 rd FLOOR,MALVIYA NAGAR , BHOPAL

NIT. No. 02 /H.O./E-tendering/Bhopal

Dated **01.03.2021**

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 (Rs. in lakh)	Earnest Money Deposit (EMD)	Cost of Bid Document	Category of Contractor	Period of Completion
1	2		3	4	5	6	7
1	Construction of Office cum Godown at District Office Campus Gwalior	Gwalior	29.47	Rs 50000/-	Rs5900/-	REGISTERD CONTRACTOR IN PWD UNDER CENTRALIZED SYSTEM	06 Month Including rainy season

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website <http://mptenders.gov.in>
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 the appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.

- (b) The bidder would be required to have valid registration 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. **Pre Bid meeting** – A pre bid meeting will be held -----N.A.----- in the -----

8. The Bid Document can be purchased only online from **02/03/2021 10:30 AM to 27/03/2021 17:00 PM**
9. All documents / certificates such as Goods and Services Tax (GST) Registration Certificate, REGISTERED CONTRACTOR IN PWD UNDER CENTRALIZED SINGLE REGISTRATION SYSTEM, EPF Regisgration, PAN Card, Affidavit as per tender documents On Non Judicial Stamp of Rs. 50/-, Check list as per tender documents, etc. required to be submitted online in Envelope - 'A' must be submitted compulsorily. In case of any dispute, the decision of Managing Director who is competent to decide will be final. List of Documents so submitted must be uploaded online. For obtaining other details of works or site visit contractor/ firm are requested to contact Executive Engineer, Phone No. (O). : 0755-2555074 E-mail: mpagrohobpl@gmail.com
10. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Executive Engineer
Head Office ,Panchanan 3 rd. Floor
Malviya Nagar, Bhopal

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. The requirement of joint venture is given in 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 where in the bidder has participated shall stand disqualified.

5. Cost of Bidding

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

6. Site Visit and examination of works

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

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.

2. Instructions to Bidders, bid data sheet with all Annexures
 3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data with all Annexure sand
 - ii. Part II Special Conditions of Contract.
 4. Specifications
 5. Drawings.
 6. Priced Bill of Quantities
 7. Technical and Financial Bid
 8. Letter of Acceptance
 9. Agreement and
 10. Any other Document(s), as specified.
- 8.** The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.
- 9. Pre-Bid Meeting (where applicable)**
- Wherever the **Bid Data Sheet** provides for pre-bid meeting:
- 9.1 Details of venue, date and time would be mentioned in the **Bid Data Sheet**. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
 - 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
 - 9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
 - 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.
- 10. Amendment of Bid Documents**
- 10.1** Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
 - 10.2** All amendments shall form part of the Bid Document.
 - 10.3** The Employer may, at its discretion, extend the last date for submission of bids. By publication of the same on the website.

C. PREPARATION OF BID

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

12. DOCUMENTS COMPRISING THE BID

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

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

- i) Registration number or proof of application for registration and organizational details in format given in the bid data sheet.
- ii) Payment of the cost of Bid Document;
- iii) Earnest Money; and
- iv) An affidavit duly notarized.
- v) Documents mentioned in Section 3 Special conditions of contract

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 **Envelop 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. **Envelop C** shall contain financial offer in the **format** 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 document/information enclosed with the technical proposal should be self-attested and certified by bidder. The bidder shall be liable for forfeiture of his earnest money deposit, if any document/information are found false/fake/untrue before acceptance of bid. If it is found after acceptance of the bid. The bid sanctioning authority may at his discretion forfeit his performance security/guarantee security deposit, enlistment deposit and take any other suitable action.

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 online only given in the **Bid Data Sheet**. Other form(s) of EMD will not 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.

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.

D. OPENING AND EVALUATION OF BID

19. PROCEDURE

- 19.1 Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 19.2 Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.
- 19.3 Envelope 'C' (Financial Bid) of bids 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 its bid.

E. AWARD OF CONTRACT

21. Award of Contract

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

22. Performance Security

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

22.2 Additional performance security, if applicable, is mentioned in the **Bid Data Sheet** and shall be in the form and for the duration, etc. similar to performance security.

23. Signing of Contract Agreement

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

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

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

24. CORRUPT PRACTICES

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

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

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

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

- a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- 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		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	Office of the M.P.STATE AGRO IND. DEV. CORPN. Panchanan 3 rd. Floor Malviya Nagar ,Bhopal
2	NIT No.	
3	Date of NIT	01/03 /2021
4	Bid document download available from date & time	02/03 /2021 10.30 AM
5	Website link	http:// www.mptenders.gov.in
SECTION 1 - NIT		
NIT CLAUSE	PARTICULARS	DATA
1	Portal Fees (also known as processing fee)	As notified in E-Tendering Website
2	Cost of Bid Document	Rs. 5900/-
	Cost of Bid Document Payable at	
	Cost of Bid Document In favour of	
3	Affidavit Format	As per 'Annexure- B'
4	Pre-qualifications required	No required as below: (a) In case of Roads and Bridge works costing more than Rs. five Cr. and In case of Building works costing more than Rs. Two Cr.
	If Yes, details	N.A.
5	Special Eligibility (if yes, prior permission of E-in-C required)	NO
	If Yes, details	As per 'Annexure -D'
6	Key dates	As per 'Annexure -A'

Bid Data Sheet

SECTION 2 - ITB		
ITB CLAUSE	PARTICULARS	DATA
1	Name of the 'Work'	Construction of Office cum Godown at District Office Campus Gwalior
2	Specifications & SOR	As per 'Annexure – E' in addition to as below: (a) Stipulation of PWD SOR for Electrical works (w.e.f.1-08-2014 and its amendments Issued up to date of N.I.T. (b) Stipulation of PWD SOR for Building work w.e.f. 01.08.2014 and its amendments Issued up to date of N.I.T (c) Stipulation of PWD SOR for Road and Bridge w.e.f. 29/08/2017and its amendments Issued up to date of N.I.T
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed.	NO
	If yes, requirement for Joint Venture	As per 'Annexure – G'
5	Online Envelope-A containing : i. Registration and Organizational details as per 'Annexure H' ii. Cost of Bid Document receipt iii. Online EMD receipt iv. Experience certificate as per requirement v. An affidavit duly notarized as per 'Annexure- B' should also reach in physical form in the office of :	Office of the Executive Engineer, Head Office ,M.P.State Agro Ind. Dev. Corpn. , Panchanan 3 rd. Floor, Malviya Nagar, Bhopal on or before 30/03/2021
6	Envelope-B Technical Proposal	As per 'Annexure - I' and Annexure - I (Format I-1 to I-5) Note: The technical evaluation will be done only on the basis of financial & physical experience details submitted in formats (I-1) &(I-2) requiring Annual Turn Over & Bid Capacity. Requirement as regard to Key technical personnel, key Lab equipments & construction requirement as per Formats I-3, I-4 & I-5 respectively shall not be part of technical evaluation. However the non compliance on these requirements during the currency of the contract may attract penalties.
7	Envelope-C Financial Bid	As per 'Annexure - J'
	Materials to be issued by the department	As per 'Annexure - K'
8	Period of Validity of Bid	120 Days

Bid Data Sheet

ITB CLAUSE	PARTICULARS	DATA
9	Earnest Money Deposit	Rs 50000 /-
	Forms of Earnest Money Deposit	Only online
10	Letter of Acceptance (LOA)	As per 'Annexure -L' (A formal work order will be issued to contractor)
11	Amount of Performance Security	5% of Contract Amount for Road and Bridge works; 5% of the Contract Amount for building works.
	Additional Performance Security, if any	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and 15% percent (below/minus), considering bid rates less than Fifteen percent below PAC, to be unworkable and shall require additional performance security (guarantee). valid up to – Till stipulated time of completion plus three months
	Performance Security in the format	As per 'Annexure- M-1'
	Performance Security in favor of	M.P.STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION
	Performance Security valid up to	Valid Contract Period (stipulated period of completion plus DLP) plus 3 months

Annexure – A
(see Clause 1, 7 of Section 1 –NIT)

KEY DATES

Sr. No	Works Department Stage	Bidders Stage	Start		Expiry	
			Date	Time	Date	Time
1	-	Tender Purchase - Online	02/03/21	10.30	27/03/21	17.00
2		Bid Submission Online	02/03/21	10.30	27/03/21	17.30
3		Pre-Bid Meeting	-	--		--
4	Bid Opening Date (Technical)	-	31/03/21	15.30	--	--

|| AFFIDAVIT ||
(to be Contained in Envelope-A)
(On Non Judicial Stamp of Rs. 50)

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

1. That the self certified information given in the bid document is fully true and authentic.
2. That:
 - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turn-over is correct.
 - c. Information regarding various 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 3 are correct to the best of my knowledge and belief.

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

Signature with Seal of the Deponent (bidder)

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

- i. experience of having successfully executed:
 - a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last **5 financial** years; or
 - b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last **5 financial** years; or
 - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last **5 financial** years;
- ii. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last **5 financial** years.
- iii. Executed similar items of work in any one financial year during the last **5 financial** years, 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

S. no	Particulars	Quantity	Period
1	Physical qualification required	No any	
2	Earth Work		
3	Concrete work		

(The Employer shall specify all physical qualifications required).

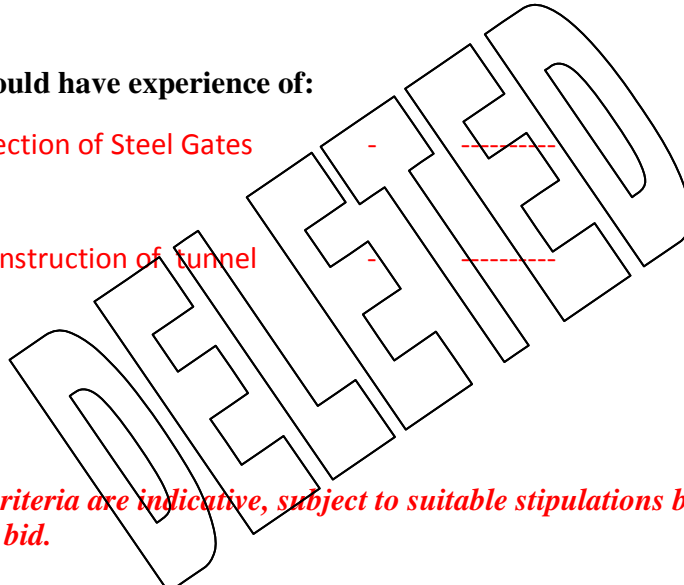
Note: Above criteria is indicative, subject to suitable stipulations by the departments and specific Bid.

SPECIAL ELIGIBILITY CRITERIA

The bidder should have experience of:

- A. Erection of Steel Gates -
- B. Construction of Tunnel -

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



Specifications

1. MP Pubic Works Department Specifications,
2. CPWD Specifications,
3. PWD Electrical and Building SOR w.e.f. 01-08-2014 and PWD Road and bridge S.O.R. w.e.f. from 29/08/2017 and its amendments issued up to date of N.I.T.

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 PARTISIPATION IN E-TENDERING

1. Registration of Bidders on E-Tendering System:

All the PWD Registered Bidders are already registered on the new e-Procurement portal <http://mpeproc.gov.in> the user ID will be the contractor ID provided to them from MP online. The password for the new portal has been sent to the bidders registered e-mail ID. For more details may contract M/s Tata Consultancy services Corporate Block, 5th Floor, DB City, Bhopal-462011 email ID: eproc_helpdesk@mpsdc.gov.in helpdesk phone numbers are available on website.

2. Digital Certificates:

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 Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application. Only upon the receipt of the required documents, a Digital Certificate can be issued. For details please visit cca.gov.in

Note:

1. It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III Digital certificate need not obtain another Digital Certificate for the same. The bidders may obtain more information and the application form required to be submitted for the issuance of Digital Certificate form cca.gov.in.
2. Bid can be submitted till bid submission end date. Bidder will require Digital Signature While bid submission.

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

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

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

3. Set Up of Bidders' Computer System:

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

4. Key Dates:

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

5. Preparation and Submission of Bids:

The Bidders have to prepare their Bids online, encrypt their Bid Data in the Bid Forms and submit Bid of all the envelopes and documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.

6. Purchase of bid Documents:

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 maintained in the detail NIT. The bid document shall be available for purchase to concerned eligible bidder immediately after online release of the bid and up to scheduled date and time as set in the key dates. The payments for the cost of bid document shall be made online through Debit/Credit Card / Net-Banking or NEFT Challan Through the payment gateway provided on the portal.

7. Withdrawal Substitution and Modification of Bids:

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

JOINT VENTURE (J.V.)

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

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

PARTICIPATION DETAILS	FIRM "A" (lead Partner)	FIRM "B"	FIRM "C"
Financial			
Planning			
Construction Equipment			
Key personnel			
Execution of Work (give details on contribution of each)			

Clarification:-

1. Annexure-G (Page 24) of the bid document describes the conditions and requirement to be applied/fulfilled in case of bidding by the joint venture (J.V.). For the purpose of evaluation of technical bids, it is hereby clarified that in addition to the conditions contained in Annexure-G of the bid document, the partners of J.V. should satisfy the qualification criteria as below:-
 - a. The lead partner must have a share of minimum 51% in the J.V.
 - b. The other partner(s) must have a share of minimum 26% in the J.V.
 - c. The lead partner and the other partner must also meet 51% and 26% of the all qualification criteria respectively except for the requirement of work experience described in Annexure-I-1(A) (Page 27). However both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose the qualification of individual partners shall be added (for Annual Average Turn Over and for Bid Capacity only).
 - d. Following clarification / amendment is hereby done in requirement contained in Annexure-I-1(A) for J.V.
 - i. Out of 3 similar works of value more than 20% of PAC, at least 2 works must be done by lead partner and one work to be done by other partner,

OR
 - ii. Out of 2 similar works of value more than 30% of PAC, at least 1 (One) work must be done by lead partner and 1 (One) work to be done by other partner,

OR
 - iii. In case of one similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However the other partner must satisfy the criteria in (i) above i.e. at least one work of 20% of PAC.

ORGANIZATIONAL DETAILS
(To be contained in Envelope-A)

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

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

Signature of Bidder with Seal

Date: _

Envelope - B, Technical Proposal

Technical Proposal shall comprise the following documents:

Sno	Particulars	Details to be submitted
1	Experience - Financial &Physical	Annexure I (Format: 1-1)
2	Annual Turnover	Annexure - 1 (Format: 1-2)
3	List of technical personnel for the key positions	Annexure - 1 (Format: 1-3)
4	List of Key equipments/ machines for quality control labs	Annexure - 1 (Format: 1-4)
5	List of Key equipments/ machines for construction work	Annexure - 1 (Format: 1-5)

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 **5 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 **5 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 anyone financial year during the last **5 financial** years;

Clarification

- 1- In this regard it is clarified that the requirement in Annexure-C as well as in Annexure -I are generally for having completed similar work in last 5 financial years. However the bidders have executed a part of the project during last 5 financial years, and that part covers all the major items of road construction and the value of such executed part is more than the qualified amount mentioned in Annexure-C and / or Annexure-I shall be considered.
- 2- It is clarified that the experience of constructing building shall be considered as experience of similar works, irrespective of it being work of repair of building.
- 3- It is clarified that works completed/executed before last date of bid submission in the current financial year shall also be considered towards works experience requirement described in Annexure-C and Annexure-I-1 of the document. Therefore for this purpose the works completed/executed during current financial year up to last date of Bid submission shall be considered in this case last 5 financial year will be counted as current financial year and 4 years backwards.

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
I	II	III	IV	V	VI

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 anyone financial year during the last **5 financial** years should not be less than the minimum physical requirement fixed for the work

S. No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)				
		Year – 1	Year – 2	Year – 3	Year – 4	Year – 5
1	Physical qualification required					
2	Earthwork					
3	Concrete work					

Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in anyone year during the last **5 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.

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 year to be enclosed.*

Clarification:-

Provisional balance sheets for financial year shall be considered subject to authentication by the C.A.

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 anyone year during
The last **five** years (10% weight age 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.

Annexure – I(Format : I-3)
(See Clouse-14 of Section 2 – ITB and clause 6 of GCC)

List Of Technical Personnel For The Key Positions

Minimum requirement							Available with the bidder						
S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience	S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience
1	Project Manager	1	B.E. Civil		07 Year	10 Year							
2	Site Engineer	1	B.E. Civil		03 year	05 year							
3	Plant Engineer	1	B.E. Mech/ Dep. Mech		03/05 year	05/07 year							
4	Quantity surveyer	1	B.E. Civil Dep. Civil		03/05 year	05/07 year							
5	Soil & Material Engineer	1	B.E. Civil Dep. Civil		03/05 year	05/07 year							
6	Surveyor	2	Diploma in Civil/ITI In Surveving		03/05 year	05/07 year							

Note: It is clarified that the minimum requirement is a mandatory requirement and part of technical bid but the pre qualification not be done on the basis of this criteria.

Annexure – I(Format : I-4)
(See Clouse-14 of Section 2 – ITB and clause 6 of GCC)

List Of Key Equipments/ Machines For Quality Control Labs

Minimum requirement			Available with the bidder		
S.No.	Name of Equipment/ Machinery	Quantity	S.No.	Name of Equipment/ Machinery	Quantity
Machinery and Equipment Required for Conducting Test as per MOST Specification V Revision					

Note: It is clarified that the minimum requirement is a mandatory requirement and part of technical bid but the pre qualification not be done on the basis of this criteria.

Annexure – I(Format : I-5)
(See Clouse-14 of Section 2 – ITB)

List of Key Equipments Machines for Construction Work

Minimum requirement			Available with the bidder		
S.No.	Name of Equipment/ Machinery	Quantity	S.No.	Name of Equipment/ Machinery	Quantity
1	Tipper Trucks	-			
2	Motor Grader	-			
3	Dozer	-			
4	Front end Loader	-			
5	Smooth Wheeled roller	-			
6	Vibratory Roller	-			
7	Hot mix plant with electronic control	-			
8	Paver finisher with electronic sensor	-			
9	Water tanker	-			
10	Bitumen Sprayer	-			
11	Tandem Roller	-			
12	Concrete mixer with Integral weigh Batching facility	-			
13	Slip Form Concrete paver capable of paving in required width of carriageway in one single pass including all appropriate accessories such as, integral vibratory system and electronic sensors ancillary equipment for applying curing compound, joint cutting etc.	-			
14	Concrete batching and mixing plant with automatic control (minimum 100 cum/hour)	-			
15	Pnumatic tyre roller	-			
16	Batch Mixing plant with electronic controls (series minimum 100-120 TPH capacity as required	-			
	Total	-			

....
Note. 1. The Bidder has to either provide evidence of owning the equipments or of having made lease arrangements for employing the required equipments as listed in the table above. Bidders can also give an undertaking that in case he is awarded the work, he shall make suitable arrangement for providing these equipments, prior to signing the agreement.

2. It is clarified that the minimum requirement is a mandatory requirement and part of technical bid but the pre qualification not be done on the basis of this criteria.

FINANCIAL BID
(To be Contained in Envelop-C)

NAME OF WORK: Construction of Office cum Godown at District Office Campus Gwalior

I/We hereby bid for the execution of the above work within the time specified at the rate @.....(in word.....) percent Above/ Below 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.*
- j. *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.*
- k. *iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive. 1*
- l. *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

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

MATERIALS TO BE ISSUED BY THE DEPARTMENT

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

LETTER OF ACCEPTANCE

No. _____

Dated

To,

M/s..... _

(Name and address of the contractor)

Subject: -----

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

-x0x-

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the Governor of Madhya Pradesh at your bided percentagebelow/ 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
Head Office ,Panchanan 3 rd. Floor
Malviya Nagar, Bhopal

BID SECURITY (BANK GUARANTEE)

WHEREAS _____(name of Bidder) (hereinafter called "the Bidder") has submitted his Bid dated _____ (date) for the construction of _____ [name of Contract hereinafter called "the Bid"]

KNOW ALL PEOPLE by these presents that we _____ (name of Bank) of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (name of the Executive Engineer) in the sum of _____* for which payment well and truly to be made to the said name of the Executive Engineer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid.

OR

(2) If the Bidder having been notified to the acceptance of his bid by the name of the Executive Engineer during the period of Bid validity

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refused to furnish the Performance Security, in accordance with the Instructions to Bidders; or

We undertake to pay to the (name of the Executive Engineer) up to the above amount upon receipt of his first written demand, without the (name of the Executive Engineer) having to substantiate his demand, provided that in his demand of

(name of the Executive Engineer) will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the (name of the Executive Engineer), notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

(Signature, name and address)

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Bid Data Sheet at reference 17.
- ** EMD should be valid for a period of Four Months or more.

PERFORMANCE SECURITY

To

..... [name of Employer]
..... [address of Employer]

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

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

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

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

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

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

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

Signature, Name and Seal of the guarantor
Name of Bank
Address
Phone No., Fax No., E-mail Address, of Signing Authority
Date

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

SECTION 3

Conditions of Contract Part – I General Conditions of Contract

Table of Clauses GCC

Clause No	Particulars	Clause No	Particulars
	A. General	21	Payments for Variations and / or Extra Quantities
1	Definitions	22	No compensation for alterations in or restriction
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. Time Control	34	Payments Certificates
13	Programme		E. Finishing the Contract
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	Final Account
16	Contractor's quoted percentage		F. Other Conditions of Contract
	C. Quality Control	37	Currencies
17	Tests	38	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labor Regulations
	D. Cost Control	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 organization which adopts this document.
- 1.13. Drawings: means drawing including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14. Employer: means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used 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 **Executive Engineer** of the Area concerned.
- 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 authorized 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, Tender/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 (ITB, Bid Data Sheet with all Annexure)
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and the Contract Data; with all Annexure
 - 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 documents), as specified.

3. Language and Law

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

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 centralized registration system for contractors of the Govt. of MP.

6. Personnel

6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure 1-3 of Bid Data Sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.

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

7. Force Majeure

7.1 The term "Force Majeure" means an exceptional event or circumstance:

- (a) Which is beyond a Party's control,
- (b) Which such Party could not reasonably have provided against before entering into the Contract,
- (c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) Which is not substantially 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, ionizing 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 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 and/or information submitted by the contractor shall be the responsibility of the Contractor alone.

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

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 preformed 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 extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Employer shall be conclusive as to such proportion.

20.Extra items

20.1 All such items which are not included in the priced BOO 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 BOO) 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.
- e. If 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 Security and Additional Performance Security, if any; and/or Security Deposit and / or any sums payable under the contract to the contractor.
- (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other 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, cases, toll, taxes of Central and State Governments, local bodies and authorities.

25.2 The liability, if any, on account of quarry fees, royalties, octopi 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 due to change in legislation or for any other reason shall not be payable to the contractor.

26. Check Measurements

- 26.1 The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3 Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. Termination by Engineer in Charge

- 27.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2 The Engineer in Charge shall be entitled to terminate the Contract if the Contractor
 - a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
 - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d. the Contractor does not maintain a valid instrument of financial security as prescribed;
 - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data;
 - g. If the contractor, in 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.
- 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 The value of the work done less Advance Payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract Data.**

(As per Amended vide Govt. memo No.F-53/ 16/2012/19/Y/6842 dt. 2.11.15)

- 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 and additional performance security, if any, 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 and additional performance security, if any, 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 deposits shall be refunded of completion of defect liability period. The additional performance security shall be refunded on satisfactory completion of the work.**

(As per Amended vide Govt. memo No.F-53/ 16/2012/19/yo/1317 dt. 28.02.15)

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. Weight ages 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.
- (i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

E. Finishing the Contract

35. Completion Certificate

- 35.1 A Completion Certificate in the prescribed format in Contract Data shall be issued by the Engineer-in-Charge after physical completion of the Work.
- 35.2 After final payment to the Contractor, a Final Completion Certificate in the prescribed format in the Contract Data shall be issued by the Engineer-in-Charge.

36. Final Account

- 36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the Competent Authority as defined in the Contract Data, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.
- 36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

- 38.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 38.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of 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 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.

[End of GCC]

Contract Data Sheet

A.

GCC Clause	Particulars	Data
1.14	Employer	Managing Director M.P.State Agro Ind. Dev. Corpn. Bhopal
1.15	Engineer	Executive Engineer
1.16	Engineer in Charge	Executive Engineer H.O. Bhopal
1.22	Stipulated Period of Completion	6 month including raining season.
2	Language & Law of Contract	English & Indian Contract Act 1872
3	Address & contact details of the Contractor	As per 'Annexure-H'
	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	Executive Engineer Head Office Panchanan 3 rd. Floor, Malviya Nagar Bhopal Ph. No 0755-2555074 E-Mail mpagrohbpl@gmail.com
4	Subcontracting permitted for the Contract Value	More than Rs. Five Crores.
5	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical Personnel not employed	Rs thirty thousand per month for each Graduate Engineer and Rs eighteen thousand per month for each Diploma Engineer/ITI Surveyor
6	Specifications	As per 'Annexure - E'
	Drawings	As per 'Annexure - N'
7	Competent Authority for deciding dispute under Dispute Resolution System	Managing Director M.P.State Agro Ind. Dev. Corpn. Bhopal
	Appellate Authority for deciding dispute under Dispute Resolution System	Managing Director M.P.State Agro Ind. Dev. Corpn. Bhopal
8	Period for submission of updated construction program	(a) Every month or (b) at the end of every milestone, whichever is less
	Amount to be withheld for not submitting construction program in the prescribed period	@ 1 % (one) percent of contract amount, subject to a maximum of Rs. 50,000/- .
9	Competent Authority for granting Time Extension	a) Up to 30 days – E.E. of concerned Division. b) More than 30 days – Managing Director
10	Milestones laid down for	YES

GCC Clause	Particulars		Data
	<p>the contract</p> <p>If Yes, details of Milestones</p>		<p>As per 'Annexure - O' or as below, if not mentioned in Annexure -O:</p> <p>Mile Stone 1:- 1/8th of the whole work before 1/4th of the whole time allowed has elapsed,</p> <p>Mile Stone 2:- 3/8th of the whole work before 1/2th of the whole time allowed has elapsed</p> <p>Mile Stone 3:- 3/4th of the whole work before 3/4th of the whole time allowed has elapsed</p> <p>Mile Stone 4:- complete work within the stipulated time</p>
	Liquidated damage		As per 'Annexure - P'
11	List of equipment for lab		As per 'Annexure - Q'
	Time to establish lab		30 days from date of signing of the Agreement
	Penalty for not establishing field Laboratory		1% of Contract Amount per month, subject to a maximum of Rs. 50,000/- per month of delay
12	Defect Liability Period		<p>As below:</p> <p>(A) For Road work :-</p> <p>(i) For New Road (Bituminous) Construction along with granular crust (INCLUDING STRENGTHENING): - 5 (FIVE) years ;</p> <p>(ii) For New Road (Concrete) Construction (INCLUDING STRENGTHENING): — 5 (FIVE) years;</p> <p>(iii) For Renewal with BT layer EQUAL TO OR less than 30 mm THICKNESS: - 3 (THREE) years;</p> <p>(iv) For Renewal with BT layer more than 30 mm THICKNESS : 5 (Five) years</p> <p>(B) FOR BRIDGE WORKS — 3 (THREE) YEARS TO EXECUTE, COMPLETE AND MAINTAIN WORKS IN ACCORDANCE WITH AGREEMENT AND SPECIAL CONDITIONS OF CONTRACT (SCC) AFTER ISSUANCE OF PHYSICAL COMPLETION CERTIFICATE AS PER “ANNEXURE-U”</p> <p>(C) FOR BUILDING WORKS — 3 (THREE) YEARS</p> <p>(D) FOR ROAD MAINTENANCE WORKS - 1 (ONE) YEAR(S) (THE WORK OF STRENGTHENING AND RENEWAL SHALL NOT BE TREATED AS ROAD MAINTENANCE WORK)</p> <p>(E) FOR BUILDING MAINTENANCE WORKS — 1 (ONE) YEAR(S) (EXCEPT FOR WATER PROOFING WORKS AND THE WORKS IN WHICH SPECIFIC GUARANTEE PERIOD IS MENTIONED)</p> <p>NOTE: IN ACCORDANCE WITH CLAUSE 18 THE DEFECTS OBSERVED IN THE WORKS DURING THE DEFECT LIABILITY PERIOD SHALL BE</p>

GCC Clause	Particulars		Data
			<p>INTIMATED BY THE ENGINEER-IN-CHARGE TO THE CONTRACTOR AND THE CONTRACTOR SHALL RECTIFY THE DEFECTS PROMPTLY. IN CASE THE DEFECTS ARE NOT REMOVED IN REASONABLE TIME, THE SAME CAN BE GOT DONE BY THE ENGINEER-IN-CHARGE BY WAY OF —</p> <p>(a) deploy departmental labour and material or</p> <p>(b) engage a contractor by issuing a work order at contract rate/SOR rate or</p> <p>(c) sanctioning supplementary work in a existing agreement to a contractor for Zonal works or other similar work or</p> <p>(d) inviting open tender or</p> <p>(E) COMBINATION OF ABOVE THE ENGINEER-IN-CHARGE SHALL ASSESS THE COST OF SUCH RECTIFICATION WHICH SHALL BE RECOVERABLE FROM THE CONTRACTOR FROM HIS PERFORMANCE SECURITY OR ANY AMOUNT DUE OR THAT MAY BECOME DUE TO HIM AND FROM OTHER AVAILABLE SECURITIES. IF THIS AMOUNT IS NOT SUFFICIENT TO MEAT THE EXPENSES INCURRED ON RECTIFICATION, THE BALANCE AMOUNT MAY BE RECOVERED AS LAND REVENUE ARREARS AS PER MPLRC.</p>
13	Competent Authority for determining the rate		E.E. (H.O.)
14	Any other condition for breach of contract		<p>Yes as below: If the contractor fails to achieve 50% financial progress in any milestone and /or fails to achieve 75% financial progress in two consecutive mile stones</p>
15	Penalty		<p>(a) Penalty shall include forfeiture of Security deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the Employers additional cost for completing the works which shall be 20 percent and</p> <p>(b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher (Amended vide Govt. memo No.F-53/16/2012/19/यो/ 6842 dt. 2.11.15)</p>

GCC Clause	Particulars		Data
16	Performance guarantee (Security) shall be valid up to		Performance Guarantee (Security) should be valid up to three months beyond the completion of defect liability period (Maintenance Guarantee period) and Additional performance Guarantee if any should be valid up to stipulated time of completion plus 03 months.
17	Security Deposit to be deducted from each running bill		At the rate of 5% of Gross Amount of Running Bill
	Maximum limit of deduction of Security Deposit		Up to 5% of Final Contract Amount.
18	Clause 31.1(1) Price adjustment shall be applicable		As per Annexure R and as below: (a) The price Adjustment shall apply only in respect of Cement, Steel, Bitumen and POL components. (b) Price Adjustment shall be applicable only in case of Probable Amount of Contract (PAC) in NIT is more than Rs ten Cr. This clause shall not have any bearing with the Contract Amount.
	Clause 31.2.4 Weight ages of Component in the work	Component	Percentage of Component in the work
		Cement	18%
		Steel	13%
19	Clause 32.1 Mobilization and Construction Machinery Advance Applicable		No Mobilization and Construction Machinery Advance Payable
	Clause 32.2 If yes, Unconditional Bank Guarantee		Not Applicable
	Clause 32.3 If yes, Rate of interest chargeable on advances		Not Applicable
	Clause 32.4 If yes, Type & Amount of Advance payment that can be paid		Not Applicable
	Clause 32.5 If yes, Recovery of advance payment		Not Applicable
20	Clause 33.1 Secured Advance Applicable		Not Applicable
	Clause 33.2 if yes, Unconditional Bank Guarantee		Not Applicable
	Clause 33.2 if yes, Amount of Secured Advance		Not Applicable

GCC Clause	Particulars		Data
	Clause 33.3 if yes, Conditions for secured advance		Not Applicable
	Clause 33.4 if yes, Recovery of Secured advance		Not Applicable
21	Completion Certificate – after physical completion of the Work		As per 'Annexure - U'
	Final Completion Certificate – after final payment on completion of the Work		As per 'Annexure- V'
22	Competent Authority		M.D. of Corporation
23	Salient features of some of the major labour laws that are applicable		As per 'Annexure-W'
24	Competent Authority		M.D. of Corporation

DRAWING

List of Drawing ;-

The drawings & design for the work approved by competent authority of department & will be issued to contractor for execution.

Annexure – O

(See Clause-15 of Section 3 – GCC)

DETAILS OF MILESTONES

.....As per contract data sheet.....

Annexure – P

(See Clause-15 of Section 3 – GCC)

Compensation for Delay

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

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

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

Annexure – Q

(See Clause-17 of Section 3 – GCC)

LIST OF EQUIPMENT FOR QUALITY CONTROL AB

As per Format I-4

Annexure – R

(See Clause-31 of Section 3 – GCC)

PRICE ADJUSTMENT

The formulas for adjustment of price are as follow:

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

Weightages* of component in the work

S.No	Component	Percentage of component in the work
1	Cement	20%
2	Steel	20%

- Weight ages 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_c = increase or decrease in the cost of work during the month under Consideration due to changes in rates for cement.

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

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

P_c = Percentage of cement component of the work

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

Adjustment of steel component

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

S_0 = The all India wholesale price index for steel (**Bars and Rods**) on the date of opening of Bids as published by the *Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)*

S_1 = 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 in the cost of bitumen shall be paid in accordance with the following formula:

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

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

B_a = 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 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

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

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

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_a = 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 15th day of month of the under consideration.

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

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

Bank Guarantee Form for Mobilization and Construction Machinery Advance

To,

_____ [name of Employer]
_____ [address of Employer]
_____ [name of Contractor]

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

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

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

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

Yours truly,

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

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

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 execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

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

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

- (1) the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed 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 property 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 been made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (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 Contractor 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 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 utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Annexure - U

(See clause 35 of Section 3 -GCC)

Physical Completion Certificate

Name of Work:

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

Agreement No : Date

Amount of Contract Rs.....

Name of Agency:

Used M B No.....

Last measurement recorded

a. Page No.& MB No.

b. Date

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

Date of issue

Executive Engineer
Head Office ,Panchanan 3 rd. Floor
Malviya Nagar, Bhopal

Annexure - V

(See clause 35 of Section 3 -GCC)

Final Completion Certificate

Name of Work:

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

Agreement No : Date

Amount of Contract Rs.....

Name of Agency:

Used M B No.....

Last measurement recorded

- a. Page No.& MB No.
- b. Date

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

Agreement amount Rs.....

Final Amount paid to contractor Rs.....

Incumbency of officers for the work

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

Date of issue

Executive Engineer
Head Office ,Panchanan 3 rd. Floor
Malviya Nagar, Bhopal

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE

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

- i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or Closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, LOA, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour 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.

एम.पी.स्टेट एग्री इण्डस्ट्रीज डेव्हलपमेंट कार्पोरेशन लि.
मुख्यालय पंचानन भवन, तृतीय तल – भोपाल

फोन नं.- 0755 2551652

SECTION 3

Conditions of Contract

Part - II Special Conditions of Contract [SCC]

ई-टेन्डरिंग के माध्यम से निविदा प्रस्तुत करने की जानकारी एवं विस्तृत नियम/शर्त :-

(अ). निम्न दस्तावेजों की प्रतियां ऑन लाईन लिफाफा (ए) मे स्केन कर दी जाना होगी तथा स्वप्रमाणित दस्तावेज निर्धारित दिनांक तक कार्यालय में प्रस्तुत करना होगा :-

1. विगत 5 वर्षों में 50 प्रतिशत (पचास प्रतिशत) पी.ए.सी. की लागत के समरूप एक निर्माण कार्य/30 प्रतिशत (तीस प्रतिशत) पी.ए.सी. की लागत के दो समरूप निर्माण कार्य अथवा 20 प्रतिशत (बीस प्रतिशत) पी.ए.सी. की लागत के तीन समरूप निर्माण कार्य किसी भी शासकीय अथवा अर्द्धशासकीय विभाग में निष्पादित किया हो की अर्हताएँ की शर्त को पूरा करने वाले ठेकेदार ही इस निविदा में भागीदारी हेतु सक्षम होंगे, अतः पूर्व में पूर्ण निर्माण कार्यो का सक्षम अधिकारी से जारी प्रमाण पत्र भी देना होगा ।
2. शासकीय/अर्द्धशासकीय विभागों में निष्पादित किये जा रहे कार्यो की सूची मय विवरण सहित प्रस्तुत करना होगी ।
3. आयकर चुकता प्रमाण पत्र/पेन/G.S.T. नंबर/ई.पी.एफ. रजिस्ट्रेशन प्रस्तुत करना होगा ।
4. उपलब्ध संयंत्रों/टूल्स प्लांटस के विवरण की सूची भी प्रस्तुत करना होगी ।
5. धरोहर राशि केवल ऑनलाइन ही प्रस्तुत की जाना होगी ।
6. यदि ठेकेदार पंजीकृत कंपनी अथवा फर्म है (एक से अधिक) ऐसी स्थिति में पार्टनरशिप की डीड एवं पावर आफ अर्टानी की सत्यप्रतियां भी प्रस्तुत करना होगी ।
7. ठेकेदार को कर्मचारी भविष्य निधि संगठन में पंजीकृत होना अनिवार्य है । पंजीयन न होने की दशा में निविदा में भाग भी नहीं लिया जा सकेगा । भविष्य निधि संगठन में पंजीयन की प्रति निविदा प्रपत्र क्रय करते समय प्रस्तुत करना अनिवार्य है ।

(ब). वित्तीय बिड-

1. शासन के आदेश क्रं0 एफ 16-50/2017/2/34 दिनांक 31 जुलाई 2017 के अनुसार 01 जुलाई 2017 से लागू माल एवं सेवाकर (G.S.T.) सभी वर्क कान्ट्रेक्ट पर 12 प्रतिशत की दर से लगेगा । शासन के आदेश अनुसार ठेकेदार को देयक भुगतान के समय G.S.T. की जो दर देयक पर लागू होगी उसके अनुसार G.S.T. का भुगतान पृथक से ठेकेदार को किया जायेगा । G.S.T. को छोड़कर शेष समस्त कर, उप कर, लेवी, फी, टोल, रॉयल्टी इत्यादि के भुगतान का दायित्व निविदाकार का होगा तथा यह माना जायेगा कि निविदाकार द्वारा प्रस्तुत वित्तीय प्रस्ताव मे उक्त राशि का भुगतान सम्मिलित है ।

....2...

2. किसी भी निविदा स्वीकृत अथवा अस्वीकृत करने का अधिकार निगम के पास सुरक्षित है ।
3. प्राईज एक्सलेशन— कार्य पूर्ण करने हेतु ठेकेदार को किसी परिस्थिति, विभागीय विलंबता के कारण अथवा प्राकृतिक कारणों अथवा अन्य किन्हीं कारणों से यदि समयावृद्धि प्रदान की जाती है ऐसी परिस्थिति में भी प्राईज एक्सलेशन की शर्त अनुबंध का भाग नहीं रहेगी ।
4. संपूर्ण निर्माण कार्य निष्पादन में म0प्र0 लोक निर्माण विभाग में प्रचलित स्पेसिफिकेशन का पालन करना होगा ।
5. चाहे जाने पर मूल दस्तावेज को भी लाना आवश्यक होगा, ताकि आवश्यकता होने पर अधोहस्ताक्षरकर्ता द्वारा सत्यापित करवाया जा सकें ।
6. ठेकेदार को कार्य की लागत की 5 प्रतिशत राशि की परफार्मेंस सिक्यूरिटी अनुबंध के साथ प्रस्तुत करना होगी ।
7. वर्तमान में भारित समस्त कर एवं निर्माण कार्य के संपादन के दौरान शासन द्वारा भारित किये जाने वाले समस्त कर (जी.एस.टी. को छोड़कर) उक्त निविदा में ठेकेदार द्वारा देय होंगे ।
8. सभी प्रकार के शासकीय/अर्द्धशासकीय/स्थानीय प्रशासन के करों का भुगतान ठेकेदार को स्वयं करना है ।
9. निविदाकार का नियमानुसार संबंधित कर विभाग में पंजीयन होना आवश्यक है । देयक से आयकर, जी.एस.टी. एवं कर्मचारी कल्याण उपकर आदि का नियमानुसार कटौती किया जावेगा ।
10. निविदा आमंत्रण सूचना, निविदा की समस्त शर्तें एवं उपरोक्त सभी शर्तें अनुबंध का एक भाग हैं ।
11. लागू एस.ओ.आर. की तुलना में प्राप्त निविदा दर (एल-1) पन्द्रह प्रतिशत से अधिक नीचे होने पर निविदा दर की अव्यवहारिक दर माना जावेगा । यह सिद्धांत प्रतिशत दरों पर आधारित निविदा (प्रपत्र-अ) निविदाओं पर लागू होगा । अव्यवहारिक दरें प्राप्त होने पर सफलतम निविदाकार (एल-1) से प्राप्त निविदा राशि एवं एस.ओ.आर. से पन्द्रह प्रतिशत कम की निविदा राशि के अंतर की अतिरिक्त परफार्मेंस गारंटी लिया जावेगा । अव्यवहारिक दरों के लिये अतिरिक्त परफार्मेंस गारंटी लेने के उपरांत ही अनुबंध निष्पादित किया जावेगा । अव्यवहारिक दरों के लिये अतिरिक्त परफार्मेंस गारंटी कार्य पूर्णता प्रमाण पत्र जारी होने के पश्चात ही वापस किया जावेगा ।
12. शर्तों सहित निविदा प्रपत्र मान्य नहीं होगा ।

कार्यपालन यंत्री
एम पी स्टेट एग्री इण्ड डेव कर्पो लिमि.
भोपाल

SECTION 4

BILL OF QUANTITIES (BOQ)

General Description of work: Construction of Office cum Godown at District Office Campus Gwalior

Probable Amount of Contract:
(Rs. In Figure) Lacs

(Rs. In Words)

S. No.	Particulars of Item of Work	Quantity	Unit	Rate	Amount (in figure)	Amount (in words)	Remarks
I	II	III	IV	V	VI	VII	VIII
As Per Schedule Attached							
	~						
	Total Amount (Rs. In Figure)						

Total Amount (Rs. In Words)

-

Executive Engineer
Head Office ,Panchanan 3 rd. Floor
Malviya Nagar, Bhopal

SECTION 5
AGREEMENT FORM
AGREEMENT

This agreement, made on theday ofbetween ----- (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 Construction of Office cum Godown at District Office Campus Gwalior (Name and identification number of Contract) (Hereinafter called "the Works") and the, Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.....

NOW THIS AGREEMENT WITNESSED as follows:

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

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

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

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

Binding Signature of Contractor

Executive Engineer
Head Office ,Panchanan 3 rd. Floor
Malviya Nagar, Bhopal