

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./25-26/Bhopal / dt. 28.04.2025
Tender No.	01
Agreement Number and Date	
Name of Work	Dismantling of existing Condemn Building of District Office Campus at Goshpura, Gwalior
Name of Contractor	
Probable Amount of Contract (Rs. In Figure) (Rs. In Words)	44,854.00 Forty Four thousand Eight hundred Fifty four only
Contract Amount (Rs. In Figure) (Rs. In Words)	
Stipulated Period of Completion	01 Month Including rainy season

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SECTION1

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

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

H.O./2025-26/

dated 28.04.2025

Notice Inviting Short Tender

M.P.State Agro Ind.Dev.Corpn.Ltd. (MPSAIDC) Bhopal invites online tenders for the following Demolition works:

S. No.	Name of Work and Pkg No.	District	Probable Amount of Contract/ Offset Value	Earnest Money Deposit (EMD)(In Rs)	Cost of Bid Document including GST 18%(In Rs)	Period of Completion
1	Dismantling of existing Condemn Building of District Office Campus at Goshpura, Gwalior	Gwalior	44,854.00	10,000/-	1,180/-	1(One) Month including Rainy Season

The date of Purchase, submission, etc. are mentioned in the key dates Annexure - A. Tender forms can be purchased/downloaded online only from 29/04/2025 at 11:00 hrs. to 06/05/2025 at 17:30hrs. from website www.mptenders.gov.in. The Amendment/Corrigendum/Clarification (if any) shall only be published on the website of www.mptenders.gov.in only, will not be published on news papers. MPSAIDC reserves the right to accept/reject any/all tenders without assigning any reason thereof

**Executive Engineer
MP State Agro Ind.
Development Corporation,
Bhopal**

M.P.STATE AGRO IND.DEV.CORPN.LTD.
Head Office, Panchanan 3rd Floor, Malviya Nagar ,Bhopal

H.O./2025-26/

dated 28.04.2025

Notice Inviting Short Tenders

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1	Dismantling of existing Condemn Building of District Office Campus at Goshpura, Gwalior	Gwalior	44,854.00	10,000/-	1,180/-	1(One) 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 on ----- in the -----
8. The Bid Document can be purchased only online from **29/04/2025 11:00 AM to 06/05/2025 17:30 PM**
9. All documents / certificates such as Goods and Services Tax (GST) Registration Certificate, REGISTERED CONTRACTOR IN PWD UNDER CENTRALIZED SINGLE REGISTRATION SYSTEM , EPF Registration, PAN Card, Affidavit as per tender documents On Non Judicial Stamp of Rs. 100/-, 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. For obtaining other details of works or site visit contractor/ firm are requested to contact Executive Engineer, Phone No. (O). : 0755-2556857 E-mail: mpagrohobpl@gmail.com
10. Amendments to NIT, if any, would be published on website only, and not in newspaper.

**Executive Engineer
MP State Agro
Industries Development
Corporation, Bhopal**

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed description of work, here in after 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 Datasheet/Contract Data, and shall have to meet high standards of workman ship, 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

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

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 the Contract Data with all Annexures and
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings/Plans

6. Priced Offset Value
 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, Offset Value, forms and drawings/plans 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:

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

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

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

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

10. **AMENDMENT OF BID DOCUMENTS**

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

All amendments shall form part of the Bid Document.

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

C. Preparation of Bid

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

Part1 – This shall be known as Online **Envelope A** and would apply for all bids. Online **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

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

- iv) An affidavit duly notarized.
- v) Registration Slip to MPPWD (Note: It is recommended that if in case the contractor was suspended previously from MPPWD, he should get his name removed from the List of Contractors Blacklisted/Suspended/Cancelled from MPPWD before End of Bid Submission date).

Part2 – This shall be known as Online **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.

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

13. LANGUAGE

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

14. TECHNICAL PROPOSAL

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

All the documents/ information enclosed with the Technical Proposal should be self-attested and certified by the bidder. The 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 Lump sum Rate, and not item wise.
- ii. Lump sum Rate shall be quoted in figures as well as in words. If any difference in figures and words is found, **higher** of the two shall be taken as valid and correct.
- iii. The Lump sum Amount quoted by the contractor shall be exclusive of GST. The quoted amount shall be deposited by the Bidder along with GST (At applicable rates). However, all other taxes, duties, etc. if any, levied by the Central/ State Government or local bodies shall be deemed to be included in the quoted rates. No payment shall be done by MPSAIDC on this account.
- 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)

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

The EMD shall be paid online. However, other form (s) of EMD may be allowed by the Employer by mentioning it in the Bid Data Sheet.

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

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

EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.

Failure to sign the contract by the selected bidder, within the specified period, for what so ever reason, shall result in forfeiture of the earnest money deposit and debarment/blacklisting for participating in future tenders for 02 years.

D. Submission of Bid

- 18.** The bidder is required to submit online bid duly signed digitally.

E. Opening and Evaluation of Bid

19. PROCEDURE

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

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

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

After opening Envelop 'C' all responsive bids shall be compared to determine the highest evaluated bid.

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

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

20. CONFIDENTIALITY

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

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

F. Award of Contract

21. AWARD OF CONTRACT

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

20. PERFORMANCE SECURITY

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

21. SIGNING OF CONTRACT AGREEMENT

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

22. 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 in eligible, 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

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.	H.O./25-26/Bhopal / 01
3	Date of NIT	28.04.2025
4	Bid document download available from date & time	29.04.2025 11.00 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. 1180/-
	Cost of Bid Document Payable at	Online
	Cost of Bid Document In favour of	M.P.STATE AGRO IND. DEV. CORPN.
3	Affidavit Format	As per 'Annexure- B'
4	Pre-qualifications required	No
	If Yes, details	Annexure- "C" (Evaluation of Committee in the o/o Executive Engineer, Bhopal who will intimate reasons to disqualified bidders).
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'	Dismantling of existing Condemn Building of District Office Campus at Goshpura, Gwalior
2	Specifications & SOR	As per 'Annexure – E' in addition to as below: (a) Stipulation of SOR for Building work w.e.f. 01.01.2024 and its amendments Issued up to date of N.I.T (b) Stipulation of SOR for Electrical works (w.e.f. 01.01.2024 and its amendments Issued up to date of N.I.T. (c) Stipulation of SOR for Road work w.e.f. 25.03.2022 and 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'
4(A)	Pre-Bid Meeting	N.A.
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. An affidavit duly notarized as per 'Annexure- B' v. Documents mentioned in Section 3 (Part -II) Special conditions of contract	To be submitted Online only along with Tender Form.
6	Envelope-B Technical Proposal	As per 'Annexure - H' and Annexure - IH(Format H-1 to H-2) NOT APPLICABLE
7	Envelope-C Financial Bid	As per 'Annexure - I'
8	Period of Validity of Bid	120 Days

Bid Data Sheet

ITB CLAUSE	PARTICULARS	DATA
9	Earnest Money Deposit	Rs 10000 /-
	Forms of Earnest Money Deposit	Only online
10	Letter of Acceptance (LOA)	As per 'Annexure -J' (A formal work order will be issued to contractor)
11	Amount of Performance Security	10% of Contract Amount
	Additional Performance Security, if any	N.A.
	Performance Security in the format	As per Annexure- K
	Performance Security in favor of	M.P.STATE AGRO INDUSTRIES DEV. CRPN.
	Performance Security valid up to	Valid Contract Period (stipulated period of completion plus DLP) plus 3 months

KEY DATES

Sr. No	Works Department Stage	Bidders Stage	Start		Expiry	
			Date	Time	Date	Time
1	-	Tender Purchase - Online	29/04/25	11.30	06/05/25	17.30
2		Bid Submission Online	29/04/25	11.30	06/05/25	17.30
3		Documents Submission	-	--	--	--
4		Pre-Bid Meeting	-	--	--	--
5	Bid Opening Date (Technical)	-	07/05/25	15.00	--	--

Note:

- *For seek clarification, queries may be sent on
Contact Person:-Shri Rajesh Ambwani
Contact No.:-9425693006
email ID:-mpagrohobpl@gmail.com

Executive Engineer
M.P. State Agro Industries Development
Corporation Bhopal

|| AFFIDAVIT ||
(to be Contained in Envelope-A)
(On Non Judicial Stamp of Rs. 100)

I/we _____ who is/ are _____ (status in the firm/ company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm an oath and state that: I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by the _____ (name of the department).

I/we 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 par as 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)

Note: Original affidavit shall be submitted by the successful bidder at the time of agreement.

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

experience of having successfully completed:

- a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 years from date of end of bid submission; 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 years from date of end of bid submission; or
- c) one similar work of cost not less than the amount equal to 50% of the probable amount of contract during the last 5 years from date of end of bid submission;
- 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.(2017-18 to 2021-22)
- 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	NA	
2	Earth Work		
3	Concrete work		

(The Employer shall specify all physical qualifications required).

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

SPECIAL ELIGIBILITY CRITERIA

SPECIFICATIONS

- 1. CPWD Specifications as applicable in MP.**
- 2. National Building Code.**
- 3. Madhya Pradesh Public Works Department, Specifications.**

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

Procedure for Participation in e-Tendering

1. Registration of Bidders one-Tendering System:

All the PWD registered bidders are already registered on the new e-procurement portal <https://mptenders.gov.in/>. Bidder need to registered on <https://mptenders.gov.in/> Registered on this portal and get user id and password for tender submission, For more details may contact: NIC Office Bhopal (M.P.).

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4200 462 0120-4001 005 0120-6277

2. Digital Certificate:

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

Note:

- i. *It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not obtain another Digital Certificate for the same.
The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from cca.gov.in*
- ii. *Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission.*

The digital certificate issued to the Authorized User of a Partnership firm/Private Limited Company/ Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user. In case of Partnership firm, majority of the partners have to authorize a specific individual through Authority Letter signed by majority of the partners of the firm. in case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be as sumed to re present adequate authority of the specific individual to bid on behalf of the organization for online bids as per information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate for the new Authorized User.

3. Set Up of Bidder's Computer System:

In order for a bidder to operate on the e-tendering System, the Computer System of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are available at <https://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 Department.¹

5. Preparation and Submission of Bids

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

6. Purchase of Bid Document

For purchasing of the bid document bidders have to pay Service Charge online ONLY which is Rs. [as per Bid Date Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Debit/Credit card, Net banking or NEFT Challan through the payment gate way provided on the portal.

7. Withdrawal, Substitution and Modification of Bids

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

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

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

S. No	Particulars	Details to be submitted
1	Experience-Financial & Physical	Annexure I (Format: H-1)
2	Annual Turnover	Annexure-1 (Format: H-2)

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:

- three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 years from date of end of bid submission; or
- two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 years from date of end of bid submission; or
- one similar work costing not less than the amount equal to 50% of the Probable Amount of Contract during the last 5 years from date of end of bid submission;

Table-1 Similar works -Details of successfully completed similar works during the last 5 years from date of end of bid submission.

Table-2 Existing commitments-(Value of 'C' for Financial Capacity Formula)

S. No.	Name of Work	Date of LOA/ Agreement No. with date	Stipulated date of completion	Amount of Contract	Amount of balance work	Employer's Name and Address	Enclosure No.	Total Pages

Note: For Table-1 & 2

- Certificate duly signed by the Employer shall also be enclosed for each completed work (For similar works). For work in hand the self-declaration of the bidder is sufficient.
- Similar works for building contracts means building works. Merely open platform (Caps etc.), boundary wall or repair and maintenance work shall not be treated as similar work for building works. Experience of Civil Engineering infrastructure works shall also be considered for pre-qualification purpose only after 3rd Call of tenders for Building Works. k s.
- In case of work with PAC more than Rs. 100 Crores the word "Completed" shall be read as "Executed", which means payment received in the contract.
- In case of works for which a Special Eligibility Criteria has been provided in the document, the same is required to be necessarily fulfilled by the bidder in addition to the pre-qualification criteria.
- In case of Works of Composite nature (i.e. works containing multiple type of works) part of work that is done in building and its associated works shall only be considered and cost of that part of building work should also be clearly mentioned in experience certificate.

B. Physical Qualification, prescribed if any:

Execution of similar items of work in anyone financial year during the last preceding 5 financial years should not be less than the minimum physical requirement prescribed if any fixed for the work.

TABLE-3

Particulars	Actual Quantity Executed (To be filled in by the contractor)				
	Year- 1	Year- 2	Year- 3	Year- 4	Year- 5
Physical Qualification required	YES/NO				
e.g. Earth work (Cubic Meter)					
e.g. Concrete work (Cubic Meter)					
Enclosure No.					
Total Pages					

Note (for Table-3):

1. Certificate duly signed by the employer shall be closed for the actual quantity executed if stipulated as physical requirement in anyone year during the last (preceding) 5 years.

Note for Format-I-1 (for Table 1, 2&3)

- a. Maximum value of similar work executed during the last 5 years from the date of end of bid submission, 10% weight age per year shall be given to bring the value of work executed to present price level.
- b. Work executed with Central Government or by State Government or Semi Govt. organization or Central/ any State Govt. undertaking or Municipalities/Municipal Corporations shall be considered. Certificate shall be signed by an officer not below the rank of Executive Engineer or equivalent.
- c. Following building work done (work done for which financial transaction has taken place) within or outside the country, in Indian rupees or equivalent shall also be considered for pre-qualification.
 1. Building work done in any non-government organization (private sector) within or outside India.
 2. Building work done in subletting contract with a private sector investor as per provisions in the agreement between a government agency and a private sector investor.
 3. Building work done in EPC contract employed by a BOT concessionaire as per provision in the agreement between a government agency and a concessionaire.
 4. Building work done in private sector of special category such as Lift, Modular O.T., Medical Gas Line, PA System, HVAC, Light and Sound in Audit room or Meeting Hall, ETP, STP, Trussless Roof, Fire Fighting, Space Frame Structure for Roof, pre-engineered buildings such as prefab structures or pre-cast building structures. A foresaid private work experience in Indian Rupees (or equivalent Indian Rupees) shall be considered for pre-qualification of building construction work bid, as below: -
 - A. Building work done means construction cost (not sale price) of building work, excluding cost of land, for which financial transaction has taken place and such amount is duly certified by a Chartered Accountant who has audited the work of the bidder. Chartered Accountant shall also record a statement that he has audited the work.
 - B. In case of sub let and EPC works, certificate.
 - C. Special category building work experience shall be treated as similar work only for same special category work put to tender.
- (Amendment Govt. of MP, PWD Order No. 5037/2007/19/Y o Bhopal dated 27-9-2017)
- d. The applicant must be in the same name and style well established Civil Engineering contractor with Physical and Financial Experience and capability in doing Civil Engineering works and shall give evidence for the same.
- e. Any clarification on experience document submitted by the bidder may be called by the department and the bidder shall submit the same within stipulated time. However no additional information or document shall be entertained.
- f. Employer signing completion certificate of similar work means an officer of rank not below EE of any Government/ Semi Government/ Government Undertaking/ Local Self Government of any State Government or Govt. of India.
- g. Cutoff date of counting last 5 years shall be the end date of bid submission.

ANNEXURE (Format:H-2)

(See Clause-14 of Section2- ITB)

ANNUAL TURNOVER

Requirement:

Average Annual Turnover on the construction of Civil Engineering works during preceding 5 financial years (2018-2019 to 2022-2023) shall not be less than 50% of the Probable Amount of Contract.

TABLE -4

To be filled in by the contractor:

Preceding Financial Year No.	Financial Year	Payments received for contracts Civil Engineering Works in progress for completed	Index Constant for calculation of Bid Capacity	Enclosure No.	Total Pages
1	2	3	4	5	6
1	2022-23		1.21		
2	2021-22		1.33		
3	2020-21		1.46		
4	2019-20		1.61		
5	2018-19				

Total Turnover of 5 years = Average
Annual Turnover = Maximum
Annual Turnover "A"

Note:

- Annual Turnover of construction works should be certified by the Chartered accountant and should clearly showing UDIN.
- Audited balance sheet including all related notes, and income statements for the above financial year to be enclosed.
- Above value is also to be used for arriving at value of Maximum Annual Turnover "A".
- Value of "A" to be used in Bid Capacity Formula.
- Deleted.

BIDCAPACITY

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

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

Where

A= Maximum value of all Civil Engineering works executed in anyone financial year during the last five years (updated to the price level at the current Financial Year at the compounded rate of 10% a year taking into account the completed as well as work in progress).

B=No. of Years prescribed for completion of the works for which tender is invited (Period up to 6 months to be taken as half year and more then 6 months and up to one year as one year) any period beyond 12 months, the period actually mentioned in NIT shall be considered. Period of completion given in months shall be divided by 12 to arrive at value of "B".

C=Amount of work in hand at present as per Table-2 (FormatI-1).

FINANCIAL BID
(To Be Contained in Envelope-C)

NAME OF WORK: Dismantling of existing Condemn Building of District Office Campus
at Goshpura, Gwalior

I/We hereby bid for the execution of the above work within the time specified at the **Lump sum amount (in figures)** _____ **(in words)** _____ 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 here to 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 Lump sum amount based on the Bill of Quantities and item wise rates given there in shall be quoted.*
- ii. *Lump sum amount shall be quoted in figures as well as in words. If any difference in figures and words is found higher of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. *In case the Lump sum amount is not given by a bidder, his bid shall be treated as non-responsive.*
- iv. *All duties, taxes and other levies payable by the bidder shall be included in the Lump sum amount quoted by the bidder exclusive of Goods and Service Tax (GST).*

Signature of Bidder

Name of Bidder

The above bid is here by accepted by me on behalf of the Governor of Madhya Pradesh dated the _____ day of _____ 2025

Signature of Officer by whom accepted

LETTER OR ACCEPTANCE (LOA)

No. _____

Dated: _____

To,

M/s. _____

(Name and address of the contractor)

Subject: _____

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

Dear Sir(s),

Your bid for the work mentioned above has been accepted by MPSAIDC. The amount of contract: Rs. _____ (in figures) (Rupees _____ in words only) excl GST as applicable

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

- a. The amount of contract Rs. _____ (in figures) (Rupees _____ in words only) plus GST 18% in the shape of Demand Draft/NEFT/RTGS of any nationalized/schedule commercial bank (in favor of Managing Director, MPSAIDC, Bhopal.
- b. The performance security/performance guarantee of Rs. _____ (in figures) (Rupees _____ in words only) in the shape of term deposit receipt/bank guarantee of any nationalized/ schedule commercial bank (in favor of Managing Director, MPSAIDC, Bhopal) valid up to 3 months after stipulated time of completion
- c. E-stamp Paper in favour of Executive Engineer, MPSAIDC, Bhopal (M.P.), of Rs. 500 if contract value is up to 50.00 lakh, and if contract value exceeds 50.00 lakh, 0.1 percent of contract value subject to maximum of 5.00 lakh and stamp paper shall be purchased by the Bidder from M.P, Govt.
- d. Sign the contract agreement.

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

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for common cement 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.

**Executive Engineer
MP State Agro Industries
Development Corporation, Bhopal**

PERFORMANCE SECURITY

To

_____ [Name of Employer]

_____ [Address of Employer]

WHEREAS _____ [name and address of Contractor]
(Here in after 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 there in 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 a foresaid 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 anyway 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 after stipulated time of completion
Signature, Name and Seal of the guarantor _____

Name of Bank _____ Address _____

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

1. Note- Concerning Bank issuing Bank guarantee should note that Bank guarantee issued will be verified online by MPSAIDC therefore Bank guarantee will be operative when accompanied with advice (SFMS) issued from the "ICICI Bank Limited "with IFSC Code - ICIC0000055. Bank Guarantee of performance guarantee will be in favour of MANAGINGDIRECTOR, MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.,BHOPAL (Payable/ En cashable at Bhopal)
2. The Bank Guarantee is operable and en cashable at Scheduled Commercial Bank in Bhopal (Branch Name)(Branch Code).....(Branch Address).....(Email ID).....(Phone No.)Dated this.....The day of.....for and on behalf of the bank the above guarantee accepted by.
3. BG to be submitted on stamp paper as per applicable rules and regulation.

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

SECTION-3

CONDITIONS OF CONTRACT

Part–I General Conditions of Contract [GCC] Table of Clauses of GCC

Clause No	Particulars	Clause No	Particulars
	A. General	18	Extra Items
1	Definitions	19	Payments for Variations and/ or Extra Quantities
2	Interpretations and Documents	20	No compensation for alterations in or restriction of work to be carried out.
3	Language and Law	21	No Interest Payable
4	Communications	22	Recovery from Contractors
5	Subcontracting	23	Tax
6	Personnel	24	Check Measurements
7	Force Majeure	25	Termination by Engineer in Charge
8	Contractor's Risks	26	Payment up on Termination
9	Liability For Accidents to Person	27	Performance Security
10	Contractor to Demolish the Buildings		D. Finishing the Contract
11	Discoveries	28	Completion Certificate
12	Dispute Resolution System		E. Other Conditions of Contract
	B. Time Control	29	Currencies
13	Programme	30	Labour
14	Extension of Time	31	Compliance with Labour Regulations
15	Compensation for Delay	32	Audit and Technical Examination
16	Contractor's quoted Amount	33	Death or Permanent Invalidity of Contractor
	C. Cost Control	34	Jurisdiction
17	Variations - Change in original Specifications, Designs, Drawings etc.	35	Insurance

A. General

1. DEFINITIONS

Bill of Quantities: means the priced and completed Bill of Quantities forming part of the Bid.

E-in-C: means Engineer-in-Chief of MPDAIDC.

Completion: means completion of the work as certified by the Engineer-in-Charge in accordance with provisions of agreement.

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.

Contract Data: means the documents and other information which comprise of the Contract.

Contractor: means a person or legal entity whose bid to carry out the work has been accepted by the Employer.

Contractor's bid: means the completed bid document submitted by the Contractor to the Employer.

Contract amount: means the amount of contract worked out on the basis of accepted bid.

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.

Day: means the calendar day.

Defect: means any part of the work not completed in accordance with the specifications included in the contract.

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.

Drawings: means drawings including calculations and other information provided or approved by the Engineer-in-Charge.

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.

Engineer: means the person named in the **Contract Data**.

Engineer in charge (EIC): means the person named in the **Contract Data**.

Equipment: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.

Government: means Government of Madhya Pradesh.

In Writing: means communicated in written form and delivered against receipt.

Material: means all supplies, including consumables, used by the Contractor for incorporation in the work.

General Manager: means General Manager of MPSAIDC office at Bhopal.

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**.

Specification: means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.

Start Date: means the date of signing of agreement for the work.

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.

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

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

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

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.

MPSAIDC: means MP State Agro Industries Development Corporation limited.

GM: means General Manager of MPSAIDC.

2. INTERPRETATIONS AND DOCUMENTS

Interpretations

In the contract, except where the context requires otherwise:

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

Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent to the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in the Contract Data. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission.

The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge.

5. Subcontracting

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

- a. The Contractor may subcontract up to 25 percent of the contract price with the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. Following shall not form part of subcontracting:
 - i. Hiring of labour through a labour contractor.
 - ii. The purchase of Materials to be incorporated in the works.
 - iii. Hiring of plant & machinery
- c. The sub-contractor will have to be registered in the appropriate category in the centralized registration system for contractors of the GoMP.
- d. Subcontracting: The engineer should satisfy himself before recommending to the employer whether the subcontractor so proposed for the works possesses the experience, qualification and equipments necessary for the job proposed to be entrusted to him in proportion to the quantum of works to be subcontracted.

6. Personnel

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

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

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 person so other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by person so other than the Contractor's

Personnel,

(iv) Munitions of war, explosive materials, ioniz in gradiation 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 even to either party being rendered unable by force majeure toper for many duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

For the period of extension granted to the Contractor due to Force Majeure the price adjustment 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.

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 **Six** months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

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

All risks and consequences arising from the inaccuracies or falseness of the documents, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, not with standing the fact that the designs/drawings or other documents have been approved by the department.

9. Liability for Accidents to Person

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

10. Contractor to Demolish the Buildings

The Contractor shall demolish the building in accordance with the Specifications and Drawings/site plan as specified in the **Contract Data**.

In the case of any class of work for which there is no such specification as is mentioned in Contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaf folding, timbering, machinery, tools and implements,and

generally of all means used for the fulfilment of this contract whether such means may or may not be approved or recommended by the Engineer.

11. Discoveries

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

12. Dispute Resolution System

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.

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.

The **Competent Authority** shall decide the matter within 45days.

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.

The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control

13. Programme

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

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 Program .

An update of the Program shall be a Program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the **Contract Data**. If the Contractor does not submit an updated Program within this period, the Engineer may with hold the amount stated in the **Contract Data** from the next payment certificate

and continue to with hold this amount until the next payment after the date on which the over due Program has been submitted.

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

14. Extension of Time (EOT)

The contract is for completion of works and therefore non approval of EOT shall not in any way invalidate the contract. The contractor will have to complete the works.

In the event of delays attributable to the contractor, the EOT shall not be given by the Engineer-in-Charge and the Liquidated Damages shall be levied from the contractor in accordance with the provisions of the contract.

In the event, the delays are not attributable to the contract or the EOT may be issued by the Engineer-in-Charge without imposition of Liquidated Damages either Suomotto or on a written request of the contractor.

It is clarified that out of the total delays in completion of works, the EOT shall be issued only for the part, which is not attributable to the contractor.

(Amended as per Govt Order No. F-53-55-2018-19-Yo-1154 Bhopal, dated 23-03-2018)

15. Compensation for delay

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

The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.

In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.

Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.

In the event of delay in execution of the Works as per the timelines mentioned in the Contract Data the Engineer-in-charge shall retain from the bills of the Contractor amount equal to the liquidated damages leviable until the Contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.

If the Contract or 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.

In the event the Contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sums retained shall be adjusted against the liquidated damages levied.

16. Contractor's quoted amount

The Contractor's quoted amount referred to in the "Bid for works" will be deducted/added from/to the net amount of the bill after deducting the cost of material supplied by the department.

C. Cost Control

17. Variations—Change in original Specifications, Designs, and Drawings etc.

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 invalid at 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.³

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

18. Extra items

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

19. Payments for variation and/or Extra Quantities

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 SOR of the department** – such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
- d. **If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above** – then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates minus/plus the percentage quoted by the contractor.
- e. If the rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.⁴
- 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.

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

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.

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.

The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

21. No Interest Payable

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

22. 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*.

23. Tax

The rates quoted by the contractor shall be exclusive of GST, which shall be paid separately at applicable rates. However, all other taxes, duties, etc. if any, levied by the Central/ State Government or local bodies shall be deemed to be included in the quoted rates. No payment shall be done on this account.

The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

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

24. Check Measurements

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

Checking of measurement by superior officer shall supersede measurements by

sub ordinate officer(s), and the former will become the basis of the payment. 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 22** above.

25. Termination by Engineer in Charge

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

The Engineer in Charge shall be entitled to terminate the Contract if the Contractor

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

In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (f) of **clause 25.2**, the Engineer in Charge may terminate the Contract immediately.

Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.

26. Action upon Termination

As per Contract Data

27. 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.

D. Finishing the Contract

28. Completion Certificate

28.1 A Completion Certificate in the prescribed format in **Contract Data** shall be issued by the Engineer-in-Charge after physical completion of the Work.

E. Other Conditions of Contract

29. Currencies

All payments will be made in Indian Rupees.

30. Labour

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

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

31. Compliance with Labour Regulations

31.1 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, byelaws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the **Contract Data**. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws / Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct from any money due to the Contractor including his amount of performance 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.

32. 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.

33. 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 but there fund of amount will be done for the incomplete work in accordance with the offset value as given in the Bid Document along with the performance guarantee. 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.

34. 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.

35. Insurance:

The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion of amount equal to the contract amount for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of Defects Liability Period, Loss of or Damage to the completed works, personal injury or death which are due to the Contractor's risks:

- (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for approval before the completion date/start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

Alterations to the terms of insurance shall not be made without the approval of the Employer.

Both parties shall comply with any condition of the insurance policies.

If Insurance as stated above is not complied by the contractor, the amount will be eductible as stated in Contract Data.

[Endof GCC]

CONTRACT DATA

GCC CLAUSE	PARTICULARS	DATA
1.14	Employer	Managing Director, M.P. State Agro Industries Development Corporation Ltd. Bhopal
1.15	Engineer	The Engineer/ Engineer- in-charge is the Concerned Ex. Engineer of MPSAIDC and Supervision and Quality Control Consultant (SQC) is the Engineer or any other competent person appointed by the Employer and notified to the Contractor
1.16	Engineer in Charge	
1.22	Stipulated period of completion	01 Months including Rainy Season
3	Language& Law of Contract	English& Indian Contract Act 1872
4	Address& Contact Details of the Contractor	As per Annexure-“G”
	Address& Contact Details of the Employer/ Engineer – Phone, Fax, E-mail.	Ex. Engineer, MPSAIDC, BHOPAL Ph.No.: 0755-2556857 Email: mpagrohbpl@gmail.com Address: 3rd Floor Panchanan Building, Malviya Nagar, Bhopal
5	Sub contracting permitted for the Contract Value	More than Rs. 5 Crore (Five Crores)
10	Specifications	As per Annexure-“E”
	Drawings	As per Annexure-“L”
12	Competent Authority for deciding dispute under Dispute Resolution System	General Manager MPSAIDC, Bhopal
	Appellate Authority for deciding dispute under Dispute Resolution System	Managing Director or Authorized Officer by the Managing Director
13	Period for submission of updated demolition program	15 days
	Amount to be with held for not submitting Demolition program in the prescribed period	@1(one) percent of contract amount, subject to a maximum of Rs. 5000/- (Five Thousand)
15	Milestones laid down for the contract	Yes
	If Yes, details of Milestones	As per Annexure-“M” or as below, if not mentioned in Annexure- “M” MileStone1: - 1/8 th of the whole work i.e. total area of demolition before 1/4 th of the whole time allowed has elapsed. MileStone2: - 3/8 th of the whole work i.e. total area of demolition before 1/2 th of the whole time allowed has elapsed. MileStone3: - 3/4 th of the whole work i.e. total area of demolition before 3/4 th of the whole time allowed has elapsed. MileStone4: -

GCC CLAUSE	PARTICULARS	DATA
		Complete work with in the stipulated time.
	Liquidated damage	As per <u>Annexure– “N”</u>
19	Competent Authority for determining the Rate	Executive Engineer MPSAIDC, Bhopal
23	Taxes	The rates quoted by the contract or shall be exclusive of Goods and Service Tax (GST), which shall be paid by the bidder at applicable rates at the time of agreement. However, all other taxes, duties, etc. if any, levied by the Central/ State Government or local bodies shall be deemed to be included in the quoted rates. No payment shall be done on this account.
25	Any other condition for Breach of Contract	Yes, 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.
26	Action upon termination	In case of termination of contract under Clause 25.3 of the contract a penalty shall be imposed on the contractor which shall include (a) Forfeiture of Performance guarantee. (b) Forfeiture of total amount of contract, i.e., no part of the total contract amount will be refunded to the contractor/ bidder as per the work done.
27	Performance Guarantee (Security) shall be valid up to	The term deposit receipt/ Bank Guarantee against Performance Security shall be taken for a period till Stipulated time of completion + 3 months It is clarified that in case the demolition period of the work is extended beyond the stipulated completion period, the Bank Guarantee against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.
28	Completion Certificate–after physical completion of the Work	As per <u>Annexure– “O”</u>
31	Salient features of some of the major labour laws that are applicable	As per <u>Annexure–“P”</u>
33	Competent Authority	Managing Director MPSAIDC, Bhopal
35	Insurance	If insurance as stated in GCC is not done by contractor Amount @0.5% of the contract amount is deductible.

Section-3 Part-II (a)

ADDITIONAL SPECIAL CONDITONS

The special conditions shall be read in conjunction with General Conditions of contract.

1. Stamp Duty as applicable on the date of signing of the agreement shall be fully borne by the contractor.
2. Bidder must have valid registration with Employees Provident Fund Organization under EPF and Miscellaneous Provisions Act, 1952.
3. **Demolition Program:** Contractor shall ensure to provide demolition program within the time period mention in the contract data and shall revise it time to time. Demolition of Buildings will be done as per demolition program approved by Engineer-In-Charge before commencement of work.
4. All expenditure for third party inspections, if any, shall be borne by contractor.
5. **Priority of Documents-**
The documents forming the contractor are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
 - (a) The Contractor Agreement (if any),
 - (b) The Letter of Acceptance,
 - (c) The Tender,
 - (d) Special conditions of contract
 - (e) General Conditions,
 - (f) The Schedules and any other documents forming part of the contract. If an ambiguity or discrepancy is found in the documents the Engineer/Engineer-in-charge shall issue necessary clarification or instruction.
6. **Water& Electricity**
Contract or has to make his own arrangement for water and power for construction and cost of same will be borne by the contractor.
7. Contractor shall cooperate, coordinate and follow the observations (regarding the works) raised by the SQC Consultant in consultation with Engineer-in-Charge.
8. **Barricading**
Contractor should have created barricading at his own cost as per approved from engineer-in-charge. Barricading should have painted and danger marking wherever required. Reflective tape should be pasted on the top and bottom of barricades on both sides. No claim on this account shall be entertained.
9. **Foreclosure**
The contract can before closed with mutual consent due to any administrative reasons, beyond **Six months** of the date of signing of Contract Agreement. No other payments/ claims whatsoever will be entertained except the contract amount deposited by the contractor/bidder and performance security/ performance guarantee.
10. "Minimum Health and Safety requirement dated 20/11/2015"(Section-3 Part II (d) shall be applicable.
11. Incase similar rates are received from two or more bidders, closed cover offer shall be invited from such bidders to finalize the bid. Only higher rates shall be taken for consideration.
12. All statutory compliances, health and safety issues shall be complied by the contractor at the time of execution of work.

13. Contractor shall keep underground existing services of any building/ structure in the premises functioning all the time while executing the work. No additional cost will be paid on account of rerouting/redirecting of essential underground branch/ network services.
14. Contractor to ensure that specialized agencies with requisite experience only shall be engaged for specialized works. Nothing extra will be paid for compliance of same.
15. For technical specification, the IE rules 1956, Indian Electricity Act 1910, relevant IS codes with up-to-date amendments and technical specification (if enclosed) will be applicable unless otherwise specified.
16. The expenditure of external electrification including power connection from electricity board and the supervision charges will be borne by contractor.
17. Contractor has to follow all the guidelines of MP State electricity board or its companies.
18. The contractor shall be responsible for arranging inspections of authorities of MP State electricity board or its companies, electrical licensing Board and other local bodies.
19. The contractor will be responsible for taking shutdown required from MP State Electricity Board or subsidiary companies for execution and commissioning of work at his own risk & cost.
20. All Certificates, Test Reports, Permissions, NOC from the Concerning Security Department as per the CPWD/CPCB/MPSEB/local govt. bodies or its companies /ARI Norms & above specification shall have to be taken by the contractor/ bidder before start of work if required. Expenditure for the same will be borne by the contractor/ bidder.
21. Other Conditions areas follows:-
 1. निविदा में प्राप्त अधिकतम बिड को स्वीकार किया जावेगा। बिड को स्वीकार/अस्वीकार करने का पूर्ण अधिकार सक्षम अधिकारी MPSAIDC भोपाल का निहित रहेगा।
 2. बिडकर्ता को स्वयं के संसाधनों एवं उपकरणों द्वारा उपरोक्त भवनों को तोड़कर समतलीकरण करना होगा एवं मलबा हटाया जाना होगा। उक्त कार्य के लिये विभाग द्वारा किसी भी तरह के वाहन एवं उपकरण उपलब्ध नहीं कराया जायेगा।
 3. उक्त कार्य को बिडकर्ता द्वारा अनुबंध दिनांक से निविदा में उल्लेखित अवधि में पूर्ण किया जाना होगा।
 4. यदि उपरिहार्य कारणों से आफर प्राप्ति/खोलने के दिवस को शासकीय अवकाश होता है तो अगले कार्य दिवस में कार्यवाही संपादित की जावेगी।
 5. बिड के ऑफर खुलने के उपरान्त अधिकतम बिड की राशि GST की राशि, किसी भी Nationalized/schedule Commercial Bank Managing Director, MPSAIDC Bhopal के पक्ष में Demand Draft/NEFT/RTGS के माध्यम से तथा Performance Security की राशि, किसी भी Nationalized/schedule Commercial Bank से MPSAIDC Bhopal के पक्ष में Term Deposit Receipt/Bank Gurantee (जो कि कार्य पूरा होने की तिथि से 03 माह तक वैध होनी आवश्यक है) के माध्यम से निविदाकार को 15 दिवस में बैंक ड्राफ्ट के रूप में अधोहस्ताक्षरकर्ता के पक्ष में जमा करनी होगी, अन्यथा अमानत राशि राजसात कर ली जावेगी।
 6. बिडकर्ता को भवनों को जमीन तक तोड़ना होगा एवं टूटे हुये सामान/मलबा को हटाकर जमीन को समतल कर साफ करना होगा। भवनों को बिना बलास्टिंग किये तोड़ना होगा।
 7. तोड़े जाने वाले भवन जिस स्थिति में है उसी स्थिति में तोड़ने हेतु दिया जावेगा व तोड़ने का खर्चा बिडकर्ता को वहन करना होगा।
 8. बिडकर्ता द्वारा दी गयी राशि MPSAIDC की आय होगी।
 9. तोड़ने की कार्यवाही के दौरान किसी भी शासकीय अथवा निजी सम्पत्ति को नुकसान होने में बिडकर्ता जिम्मेदार होगा व नुकसान की राशि उनके द्वारा देय होगी।
 10. तोड़ने का कार्य सुबह 8.00 बजे से शाम 6.00 बजे तक रहेगा व रविवार को अवकाश रहेगा।
 11. भवनों को तोड़े जाने के दौरान किसी भी प्रकार की दुर्घटना रोकने हेतु बिडकर्ता को सुरक्षा के सभी साधन जैसे झण्डे, बैनर आवश्यकतानुसार बैरिकेडिंग इत्यादि की व्यवस्था स्वयं करना होगी। बिडकर्ता भवनों के अंदर एवं बाहर खड़े पेड़ पौधों को कोई क्षति नहीं पहुंचायेगा।
 12. यदि किसी कारणवश कोई/आवासीय बलॉक नहीं तोड़ा जाता है अथवा कोई अतिरिक्त आवास/ आवासीय बलॉक को तोड़ा

जाता है तो आवास/आवासीय बलॉक के क्षेत्रफल अनुसार राशि कम या अधिक की जा सकेगी।

- 13- विध्वंस किये गये सामग्री के परिवहन एवं सुरक्षा की सम्पूर्ण जिम्मेदारी बिडकर्ता की होगी। प्रत्येक सामग्री यथा स्थिति में स्वीकार करनी होगी।
- 14- प्रस्तावित भवनों को यथा स्थिति में तोड़ने के उपरान्त तोड़ी गई सामग्री पर निविदाकार का अधिकार होगा।
- 15- प्रस्तावित आवासों के बिजली उपकरण जैसे रूढ़ पंखे ट्यूबलाईट, उपकरण, फर्नीचर इत्यादि विभाग की सम्पत्ति होगी। इस पर बिडर का कोई अधिकार नहीं होगा।
- 16- किसी भी विवाद की स्थिति में न्यायालयीन क्षेत्राधिकार भोपाल होगा।

Section-3 Part-II (b)

SPECIAL CONDITIONS FOR SAFETY MEASURES IN BUILDING WORKS

General

- I. The Contractor shall comply with all the requirements of "The Building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and its Central Rule 1998/ State Rules and any other statutory requirements as applicable.
- II. The contractor shall follow OWNER/ MPSAIDC Safety Rules as issued from time to time with respect to safety in construction and erection.
- III. The contractor shall have the approved Safety, Health and Environment (SHE), Policy in respect of Safety and health of Building workers and it shall be circulated widely and displayed at conspicuous place in Hindi and local language understood by the majority of the workers. A copy of the safety policy should be submitted to Engineer- in-Charge.
- IV. The contractor shall prepare the safety plan comprising of methods to implement the safety policy/rules, Risk assessment and ensuring Safety at work areas. Safety audits, inspections and its compliance, Supervision and responsibility to ensure safety at various levels, Safety training to employees, review of Safety and accident analysis, ensure health and Safety Procedures to prevent accidents and submit to Engineer for approval.
- V. The contractors shall ensure proper safety of all the workman, materials, plant and equipment belonging to him or to the Employer or to other, working at the site.
- VI. All equipment's used in construction and erection by the contractor shall meet BIS/ International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment's shall be strictly operated and maintained by the contractor or in accordance with manufacturer's operation manual. The contractor should also follow Guidelines/ Rules of the Employer in this regard.
- VII. The contractor shall provide suitable latest Personal Protective Equipment's of prescribed standard to all his employees and work man according to the need. The Engineer shall have the right to examine these safety equipment's to determine their suitability, reliability, acceptability and adaptability. The contractor should also ensure availability of these before their use at work site.
- VIII. The contractor shall provide safe working conditions to all work men and employees at his work place including safe means of access, railings, stairs and ladders, scaffolding, work platforms, toe boards etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection of scaffolds, access, work platforms etc the material shall be good and the contractor shall use standard quality of material.
- IX. The Contractor shall follow and comply with all the Safety Rules, standards, code of practices of OWNER/ MPSAIDC and relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any protest or contest or reservation. In case of any unconformity between statutory requirement and the Safety Rules of the Employer referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent. As and when required he can refer/obtain copy of OWNER/MPSAIDC safety documents as stated above.
- X. The contractor shall have his own arrangements with nearby hospitals for shifting and treatment of sick and injured. The medical examination of the workers employed in

hazardous areas shall be conducted as per Rule 2.23 of the Building and Other construction worker (Regulations of Employment and Condition of Service) Central Rule 1998. Their health records shall be maintained accordingly and to be submitted to Engineer when asked for. If any worker is found suffering from occupational health hazard, the worker should be shifted to suitable place of working and properly treated under intimation to Engineer. The medical fitness certificate to be submitted to Engineer.

- XI. First Aid boxes equipped with requisites articles as specified in the Rule 231 of the Building and Other Construction worker (Regulation of Employment and Condition of Service) Central Rule 1998 shall be provided at construction sites for the use of workers. Training has to be provided on first aid to workmen and office bearers working at site;

a. Emergency Action Plan

The contractor shall prepare and emergency action plan approved by his competent authority to handle any emergency occurred during construction work. Regular mock drills shall be organized to practice this emergency plan. The Emergency Action Plan should be widely circulated to all the employees and suitable infrastructure shall be provided to handle the emergencies.

b. Scaffolding

The contractor shall take all precautions to prevent any accidental collapse of scaffolding or fall of persons from scaffolding. The contractor should ensure that scaffolding is designed by a competent person and its erection and repairs should be done under the expert supervision. The scaffolding shall meet the required strength and other requirements for the purpose for which the scaffold is erected. The material used for scaffold should conform to the BIS/ International standards.

c. Opening

The contractor shall ensure that there is no opening in any working platform/ any floor of the building, which may cause fall of workers or material. Whenever an opening on a platform/ any floor of the building is unavoidable, the opening should be suitably fenced and necessary measures for protection against falling objects or building workers from such platform shall be taken by providing suitable safety nets, safety belts or other similar means.

d. Fencing of Machinery

The contractor shall provide suitable fencing or guard to all dangerous and moving parts of machinery. The contractor shall not allow any of the employees to clean, lubricate, repair, adjust or examine, when the machinery is in motion, which may cause injury to the person.

e. Carrying of Excessive Weight by a Worker:

The worker shall not be allowed to lift by hand or carry over his head back or shoulder weight/ load more than the maximum limit set by the prescribed rules for the person.

f. Over head Protection

The contractor shall ensure that any area exposed to risk of falling materials, articles

or objects is roped off or otherwise suitably guarded from inadvertent entry of any person.

Wherever there is a possibility of falling of any material, equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.

All working platforms, ways and other places of construction work shall be free from accumulation of debris or any other material causing obstructions and tripping.

Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards. The contractor shall provide boat or launch equipped with sufficient number of life buoys, life jackets etc and manned with trained personnel at site of such work.

Every opening at the elevation from ground level through which a building worker, Vehicle, Material equipment etc may fall at the construction work shall be covered and or guarded suitably by the contractor to prevent such fall.

Whenever the worker are exposed to the hazard of falling from height the contractor shall provide full harness safety belt fitted with fall arresting system to the employee working at higher elevation and lifeline of 8mm Dia. wire rope with turn buckles for anchoring the safety belt while working or moving at higher elevations Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS Standards.

The contractor shall provide standard pre fabricated ladders on the columns where the workers are required to use them as an access for higher elevations till permanent staircase is provided. The workers shall be provided with safety belts fitted with suitable fall arresting system (Fall arrestors) for climbing/getting down through ladders to prevent fall from height.

Further, any such decision of the Engineer shall not in any way absolve the Contractor of his responsibilities, in case use of such a container or entry container or entry thereof into the Site area is forbidden by OWNER/MPSAIDC the contractor shall use alternative methods with the approval of the OWNER/MPSAIDC without any cost implication to the OWNER/ MPSAIDC to extension of work schedule.

Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and petroleum and Carbide of Calcium Manual published by the Chief inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case any approvals are necessary from the chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

The contractor shall provide suitable personal protective equipment's to the workers. Who are handling the hazardous and corrosive substance including alkalis and acids. As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard /Boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.

g. Eye Protection

The contractor shall provide suitable personal protective equipment to his work men depending upon the nature of hazards and ensure their usage by the workers engaged in operation like welding, cutting, grinding or similar operations which may cause injuries to his eyes.

h. Electrical Hazards

The contractor should ensure that all electrical installations at the construction work comply with the requirements of latest electricity acts/ rules.

The contractor shall take all adequate measures to prevent and worker from coming into physical with any electrical or apparatus. Machines or like electrical circuits which may cause electrical hazards during the constructions work. The contractor shall provide sufficient ELCBs/ RCCBs for all the portable equipment, electrical switchboard, distribution panels etc. to prevent electrical shocks.

The contractor should ensure use of single/double insulated hand tool or low voltage i.e. 110 volts hand tools.

The contractor should also ensure that all temporary electrical installations at the construction works are provided with earth leakage circuit breakers.

i. Excavation

The contractor shall take all necessary measure during excavation to prevent the hazards of failing or sliding of material or article from any bank or side of such excavation which is more than one and a half meter above his footing by providing adequate pilling, shoring, bracing etc. against such bank or sides.

Adequate and suitable warning signs shall be put up at conspicuous places at the excavation work to prevent any persons or vehicles falling into the excavation trench. No worker should be allowed to work where he may be stuck or endangered by excavation machinery or collapse of excavation or trenches.

j. Vehicular Traffic

The contractor should employ vehicle drivers who hold a valid driving license under the Motor Vehicles Act, 1988.

k. Excessive Noise, Vibration

The contractor shall take adequate measures to protect the workers against the harmful effect of excessive noise or vibration. The noise should not exceed the limits prescribed under the concerned rules, Noise Pollution (Regulation and Control) Rules, 2000.

l. Electrical Installations

The contractor shall not interfere or disturb electric fuse, wiring and other electrical equipment belonging to the Employer or other contract or under any circumstances, whatsoever unless expressly permitted in writing by the engineer to handle such fuses, wiring or electrical equipment.

- i) Before the Contractor connects any electrical appliances to any plug or socket belonging to the other contractor or the OWNER/ MPSAIDC he shall.
 - a) Satisfy the Engineer that the appliance is in good working condition.
 - b) Inform the Engineer of the maximum current rating, voltage and phases of the appliances.
 - c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- ii) The Engineer will not grant permission to connect until he is satisfied that.
 - a) The appliance is in good condition and is fitted with suitable plug having earth connection with the body.
 - b) Wherever armoured /metallic sheathed multi core cable is used the same should be connected to earth.
- iii) No repair work shall be carried out on any live equipment. The Engineer must declare the equipment safe and a permit to work shall be issued by the

OWNER/ MPSAIDC/contractor as the case may be to carry out any repair/maintenance work. while working of electric lines/ equipment's whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians/workmen/Officers.

- iv) The contractor shall employ necessary number of qualified, full time Electricians/Electrical Supervisions to maintain his temporary electrical installation.

The Installations shall be provided with suitable ELCBs and RCCBs wherever required.

m. Safety Organization.

- i) The Contractor employing more than 250 workmen whether temporary, casual, probationary, regular or permanent shall employ at least one full time safety officer exclusively to supervise safety aspects or the equipment's and workmen, who will coordinate with the OWNER/ MPSAIDC Safety Officer, Further requirement of safety officers, if any shall be guided by Rule 209 of The Building and Other Construction Worker (Regulation of Employment and Conditions of service) central rule 1998. In case the work is being carried out through sub- contractor, the employees/ workmen of the sub-contractor shall also be considered as the contractors employees/workmen for the above purpose.

In case of contract or deploying less than 250 workmen he should designate one of his Engineer/supervisor or the contractor himself (if he is directly supervising the work) as safety officer in addition to his existing responsibilities. The Engineer/supervisor should get at least 2 days safety training from any reputed organization or from OWNER/ MPSAIDC before resuming the work. If already trained in past the declaration along the training certificate to be furnished to OWNER/ MPSAIDC safety officer.

- ii) The name and address of such Safety Officer of the Contractor will be promptly informed in writing to the Engineer with a copy to the Project Safety Officer before he starts work or immediately after any changes of the incumbent is made during currency of the Contract.

n. Reporting of Accident and Investigation

In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor there by causing any near miss, minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer, OWNER/ MPSAIDC Safety Officer with a copy to OWNER/ MPSAIDC Head of Project in the prescribed form and also to all the authorities envisaged under the applicable laws.

o. Right to stop Work

- i) The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and /or property/and/or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within in 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

The contractor shall be liable for any damages/ compensation for stop page of work

(sub clause **XI (p) (i)**) due to safety reasons and the period of such stoppage of work, shall not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.

p. Fire Protection and Other Safety Measures

The contractor shall provide sufficient fire extinguishers at place(s) of work the fire extinguishers shall be properly maintained as per relevant BIS standards the employees shall be trained to operate the first extinguishers /equipment.

i) If the contractor falls in providing safe working environment as per the safety rules of Owner/ MPSAIDC or continues the work even after being instructed to stop the work by the engineer as provided in clause **XI (o)** above the contractor shall be penalized at the rate of Rs.5000/per day or part thereof till the instructions are complied with and so certified by the engineer however in case of accident the provisions contained in sub -clause **XI (p) (ii)** below shall also apply in addition to the penalties mentioned in the sub clause.

ii) if the contractor does not take all safety precaution and/or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety or the plant and equipment and for the safety or personal and the contractor does not prevent hazards conditions which cause injury to this down employees or employees or other who are at the Site or adjacent there to, the Contractor shall be responsible for the payment of penalty to OWNER/ MPSAIDC as per the following schedule:

- | | |
|---|--|
| a) Fatal injury of accident causing death. | Penalty @10% of contract Value or Rs.5,00,000/-per person, whichever is more |
| b) Major injury or accident causing 25% or more permanent disablement to workmen or employee. | Penalty @2.5% or contract value or Rs. 1,00,000/- per to persons whichever is more |

Permanent disablement shall have the same meaning as indicated in The Workmen's Compensation Act'1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/ employee under the relevant provision of the Workmen's Compensation Act' 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/ employee under the relevant provision of the Workmen's Compensation Act' 1923 and rules framed there under or any other application laws as applicable from time to time.

- iii). If any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts, etc or without anchoring the safety belts while working at height the Engineer/ Safety Officer of OWNER/ MPSAIDC shall have the right to penalize the contractor for Rs. 200/- per person per day as such worker shall be sent cut of the work place immediately and shall not be allowed to work on that day. Engineer/ Safety officer of OWNER/ MPSAIDC will also issue a notice in this regard to the contractor.
- iv). If two or more fatal accidents occur at same OWNER/MPSAIDC site under the control of contractor during the period of contract and he has-
1. No complied with keeping adequate PPEs in stock.
 2. Defaulted in providing PPEs to his workmen. Not followed statutory requirements/ OWNER/MPPWD safety rules.
 3. Been issued warning notices by OWNER/MPSAIDC head of the project on non-observance of safety norms.
 4. Not provided safety training to all his workmen.

The contractor can be debarred from getting tender documents in OWNER / MPSAIDC

for two years from the date of last accident.

The safety performance will also be one of the overriding criteria for evaluation of overall performance of the contractors by OWNER/MPSAIDC.

q. Award

If the contractor's performance on safety from is found satisfactory i.e. without any fatal/ reportable accident in the year of consideration, he may be considered for suitable award" **ACCIDENT FREE SAFETY MERITORIOUS AWARD**" as per scheme of the employer.

Some of the relevant safety codes are given here under–

- IS: 3696 : Safety code for scaffolding and ladders (part1&2).
- IS: 3764 : Excavation work - code of safety.
- IS: 4081 : Safety code for blasting and related drilling operations.
- IS: 4130 : Demolition of buildings- code of safety
- IS: 5121 : Safety code for piling and other deep foundations.
- IS: 5916 : Safety code for construction involving use of hot bituminous materials. IS: 7205 : Safety code for erection of structural steel work.
- IS: 7293 : Safety code for working with construction machinery.
- IS: 7969 : Safety code for handling and storage of building materials.

Indian Explosives Act. 1940 As updated.

r. Safety Plan

01. Safety Policy of the Contractor to be enclosed.
02. When was the Safety Policy last reviewed.
03. Details of implementation procedure/ methods to implement Safety policy/ Safety Rules.
04. Review of Accidents Analysis Method, Methods to ensure Safety and Health.
05. Unit executive responsible to ensure Safety at various levels in work area.
06. List of employees trained in safety employed before execution of the job. Give the details of training.
07. Safety Training Targets Schedules, methods Adopted to provide safety training to all employees.
08. Details of check list for different jobs/ work and responsible person to ensure compliance (copy of checklist to be enclosed.)
09. Regular Safety Inspection Methods, Periodicity and list of members to be enclosed.
10. Risk Assessment, Safety Audit by Professional Agencies, Periodicity.
11. Provision for treatment of injured persons at work site.
12. Review of overall safety by top Management and Periodicity.
13. System for Implementation of Statutory legislations.
14. Issue of PPEs to employees, Periodicity/stock on hand etc.

DRAWINGS/ SITE PLAN

List of drawings–**Drawings/Site Plan Attached Separately.**

DETAILS OF MILESTONES

As per Contract Data

COMPENSATION FOR DELAY

If the contract or 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. Slip page upto 25% in financial target during the milestone under consideration -2.5% of the work remained unexecuted in the related time span.
- ii. Slip page 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. Slip page exceeding 50% but upto 75% in financial target during the milestone under consideration - 7.5% of the work remained unexecuted in the related time span.
- iv. Slip page 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 the Employer (or the officer Nominated by the employer) shall be final and binding upon both the parties.

PHYSICAL COMPLETION CERTIFICATE

Name of Work:

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

Agreement no. Date

Amount of Contract Rs.....

Name of Agency:.....

Used MB No. -----

Last measurement recorded

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

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

Date of issue

**Executive Engineer,
M.P. State Agro Industries Development Corporation**

.....

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.⁵
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:-** It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in

the Act and gets these certified by the designated Authority.

- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of work men 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 on estate 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.

List of Divisional Officers and Contact Details

S. No.	Division/ District Name/ Location	Divisional Officer Name and Designation	Postal Address	Contact Details Landline/ MobileNo.	Email Id
1	Gwalior	Shri Ravindra Jhariya, Regional Manager, MPSAIDC Gwalior	135 A Mayur Nagar, Thatipur, gwalior The M.P. state agro Ind. dev. corp. ltd.	9425166866	rmgwalior.mpagro@gmail. com

SECTION4

OFFSET VALUE/BILL OF QUANTITIES (BOQ)

General Description of work : **Offset Value of Building Attached Separately.**

.....

Probable Amount of Contract:

(Rs. In Figure):**44,854.00**

(Rs.InWords):**Rs. Forty Four thousand Eight hundred Fifty four only**

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 General Abstract Attached							
	~						
	Total Amount(Rs. In Figure)						

Total Amount (Rs.InWords) **Rs Forty Four thousand Eight hundred Fifty four only**

**Executive Engineer
MP State Agro Industries
Development
Corporation, Bhopal**

SECTION 5

AGREEMENT FORM

AGREEMENT

This agreement, made on the.....between name and address of Employer) (here in after called" the Employer) and (name and address of contractor) here in after called" the Contractor" of the other part.

Whereas the Employer is desirous that the-----
-----, (name and identification number of Contract)(here in after 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 here in after 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 be come 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/Site Plan
 - vii. Bill of Quantities and
 - viii. Any other documents listed in the Contract Data as forming part of the Contract.

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

The Common Seal of _____ was here un to affixed
in the presence of:

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

Executive Engineer, MPSAIDC

Signature of Contractor

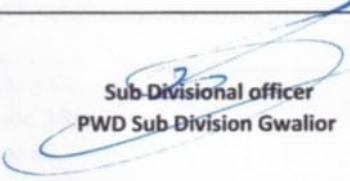
GENERAL ABSTRACT

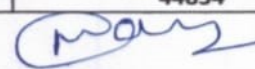
NAME OF WORK :- OFFSET VALUE SCRAPING MATERIAL WITH DISPOSAL OF UNSERVICEBLE MATERIAL OF DISMENTLING OF MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD DIST. GWALIOR (M.P)

HEAD OF ACCOUNT :-

S.NO	SuB-Head	Estimated Amount
1	PART -A (RECEIVED MATERIAL AS SCRAPING MATERIAL)	150654
2	PART-B (DISPOSAL AND TRANSPORTATION)	105799
	OFFSET VALUE TOTAL (A-B)	44854
	SAY Rs.	44854


Sub Engineer
P.W.D. (B/R)
Agriculture Section Gwl.
H.Q.H


Sub Divisional officer
PWD Sub Division Gwalior


Executive Engineer
PWD Gwalior Division

NAME OF PROJECT :-	DISMENTLING OF EXISTING BUILDING MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD DIST. GWALIOR (M.P)				
PART-A VALUE OF RECEIVED MATERIAL AS SCRAPING MATERIAL					
S.NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT
1	STEEL FROM DEMOLITION OF RCC (ASSUMING STEEL 60KG/CUM OF RCC)	KG	101	20	2020
2	BRICKS RECEIVED FROM DISMENTLINMG OF BRICK WORK CONSIDERING 60% unserviceble	NOS	27300	1.5	40950
3	Dismantling steel work in single sections including dismembering and stacking within 50 metres lead in:Channels, angles, tees and flats	KG	2289.9654	20	45799.308
4	Dismantling steel work in built up sections with span upto 10 meter and hieght 5 meter in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50metres lead.	KG	668.4921	20	13369.842
5	Dismantling roofing including ridges, hips valleys and gutters etc., and stacking the material within 50 metres lead of:15.27.1G.S. Sheet 60% Unserviceable	sqm	124	94	11656
6	Dismantling roofing including ridges, hips valleys and gutters etc., and stacking the material within 50 metres lead of:15.27.1G.S. Sheet	KG	1170	20	23400
7	Dismantling roofing including ridges, hips valleys and gutters etc., and stacking the material within 50 metres lead of 15.27.2 Asbestos/ Non asbestors sheet 80% Unserviceable	sqm	44	50	2200
8	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres lead.	KG	562.93	20	11258.6
TOTAL CAST OF RECEIVED MATERIAL (TOTAL PART -A)					150653.75


Sub. Engineer
P.W.D. (B/R)
Agriculture Section Gwl


Sub. Divisional Officer
P.W.D. H.Qr. 1, Gwalior

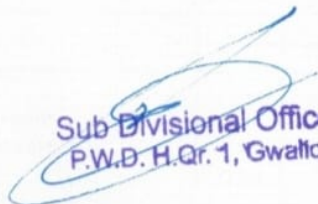

Executive Engineer
P.W.D. Dn No 1 Gwalior

Name of project		MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD DIST. GWALIOR (M.P)				
Name of project sub- head		MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD DIST. GWALIOR (M.P)				
s.no of component:-		PART -A				
Name of component		PART -B (DISMENTLING,DISPOSAL AND TRANSPORTATION)				
abstract of cost						
					ALL AMOUNT IN Rs.	
S.NO	SOR ITEM NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT
1	2	3	4	5	6	7
1	15.2	Demolishing cement concrete manually/by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-Charge 15.2.1.Nominal concrete 1:3:6 or richer mix (l/c equivalent design mix).	CUM	4.978	578	2877.284
2	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-Charge.	CUM	1.68	844	1417.92
3	15.4	Extra for cutting reinforcement bars manually/ by mechanical means in R.C.C. work (Payment shall be made on the cross sectional area of R.C.C. work) as per direction of Engineer-in-Charge.	SQM	15.324	276	4229.424
4	15.6.3	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in- Charge	CUM	136.364	487	66409.268
5	15.14.1	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area 3 sq. metres and below.	EA	18	75	1350
6	15.14.2	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area beyond 3 sq. metres	EA	4	117	468
7	15.19.2	Dismantling steel work in single sections including dismembering and stacking within 50 metres lead in:Channels, angles, tees and flats	KG	2289.9654	0.92	2106.7681

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8	15.20	Dismantling steel work in built up sections with span upto 10 meter and hieght 5 meter in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50metres lead.	KG	668.4921	2.28	1524.162
9	15.27	Dismantling roofing including ridges, hips valleys and gutters etc., and stacking the material within 50 metres lead of:15.27.1G.S. Sheet	sqm	310.532	39	12110.748
10	15.27	Dismantling roofing including ridges, hips valleys and gutters etc., and stacking the material within 50 metres lead of 15.27.2 Asbestos/ Non asbestors sheet	sqm	220.5175	18	3969.315
11	15.31	Dismantling and stacking within 50 metres lead, fencing posts or struts including all earth work and dismantling of concrete etc. in base of :15.31.1 T' or 'L' iron or pipe	EA	52	73	3796
12	15.33	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres lead.	KG	562.932	9	5066.388
13	15.38	Dismantling cement asbestos or other hard board ceiling or partition walls including stacking of serviceable materials and disposal of unserviceable materials within 50 metres lead.	sqm	36.465	13	474.045
				TOTAL AMOUNT		105799.32
				AMOUNT SAY(LAKH)		1.05


Sub. Engineer
P.W.D. (B/R)
Agriculture Section Gwl.


Sub Divisional Officer
P.W.D. H.Qr. 1, Gwalior

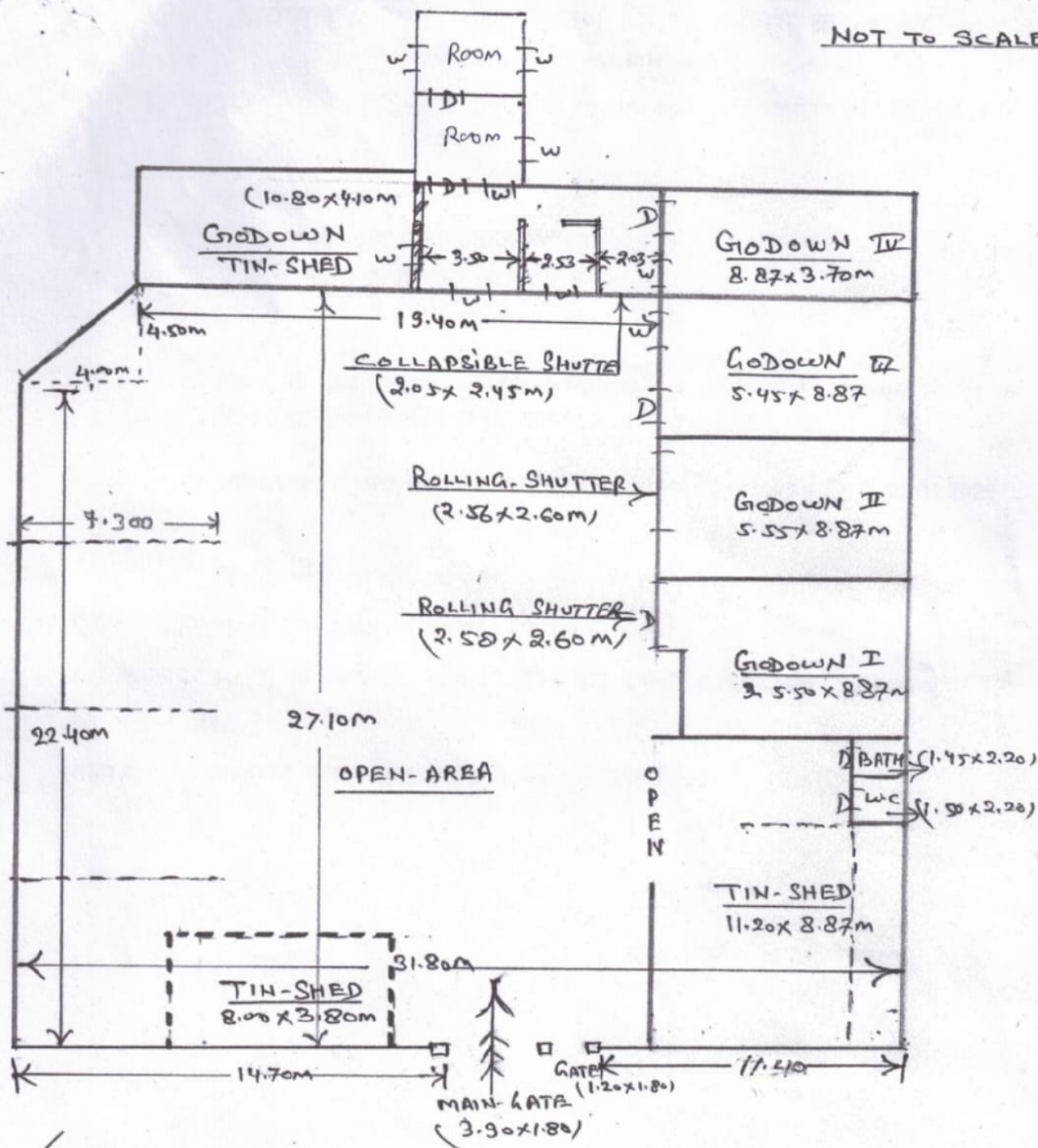

Executive Engineer
P.W.D Dn No 1 Gwalior

MEASUREMENT OF MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD DIST. GWALIOR (M.P)									
S.NO	SOR ITEM NO.	Description	UNIT	NO	MEASUREMENT			QTY	Total qty
					L	B	H		
1	15.2	Demolishing cement concrete manually/by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-Charge 15.2.1.Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix).	CUM						4.978
		OFFICE ROOM FLOORING		1	3.900	8.580	0.100	3.346	
		PCC INFRONT OF GODOWN		1	0.600	27.200	0.100	1.632	
								TOTAL QTY	4.978
2	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-Charge.	CUM						1.680
		TOILET SLAB DISMENTLING		1	3.000	3.700	0.100	1.110	
		MAIN DOOR COLUMN		3	0.270	0.320	2.200	0.570	
								TOTAL QTY	1.680
3	15.4	Extra for cutting reinforcement bars manually/ by mechanical means in R.C.C. work (Payment shall be made on the cross sectional area of R.C.C. work) as per direction of Engineer-in-Charge.	SQM						15.324
		TOILET SLAB DISMENTLING		1	3.000	3.700		11.100	
		MAIN DOOR COLUMN		3	0.640	2.200		4.224	
								TOTAL QTY	15.324
4	15.6.3	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in- Charge	CUM						136.364
		TOILET BUILDING BW		2	3.700	0.250	3.200	5.920	
				2	2.700	0.250	3.200	4.320	
		BACK SIDE WALL		1	7.500	0.250	2.500	4.688	
				1	8.870	2.850	0.250	6.320	
				1	3.050	0.250	2.750	2.097	
				1	0.980	0.250	2.750	0.674	
				2	16.500	3.050	0.250	25.163	
				2	8.870	0.250	2.500	11.088	
				1	8.870	0.250	3.350	7.429	
				2	3.700	0.250	3.600	6.660	
				1	8.700	0.250	3.900	8.483	
				1	8.580	0.250	3.150	6.757	
				1	1.400	0.260	1.860	0.677	
				2	1.500	0.115	2.500	0.863	
				2	2.760	0.360	0.250	0.497	
				1	2.060	1.950	0.115	0.462	

			1	4.100	0.250	3.150	3.229	
			1	0.550	0.250	3.200	0.440	
			1	4.244	0.250	3.900	4.138	
			3	3.650	0.400	3.200	14.016	
			2	7.300	0.400	3.200	18.688	
		FRONT SIDE WALL right side wall	1	11.200	0.250	0.600	1.680	
		FRONT SIDE WALL left side wall	1	2.650	0.250	2.200	1.458	
			1	14.700	0.250	1.000	3.675	
			1	3.200	0.250	0.900	0.720	
		parapet wall (munder)	1	5.300	0.250	1.350	1.789	
			1	37.350	0.250	0.700	6.536	
			4	2.100	0.250	0.650	1.365	
		DEDUCTION D, W R/S AND COLLAPSIBLE DOOR						
		flush door	-2	1.650	0.250	0.770	-0.635	
		w	-1	0.600	1.000	0.250	-0.150	
		f door	-1	0.720	1.830	0.250	-0.329	
		rolling shutter	-2	2.580	2.600	0.250	-3.354	
		collapsible shutter	-1	2.430	2.440	0.250	-1.482	
		collapsible shutter	-1	2.050	2.450	0.250	-1.256	
		window grill	-2	0.980	1.200	0.250	-0.588	
		window grill	-1	1.200	0.900	0.250	-0.270	
		flush door	-1	2.100	0.900	0.250	-0.473	
		VENTILATION WOODEN	-2	0.750	0.750	0.250	-0.281	
		f door	-1	0.850	1.800	0.250	-0.383	
		W WOODEN +MS GRILL	-4	0.900	1.500	0.400	-2.160	
		FD +ANGLE DOOR FRAME	-1	0.900	2.440	0.400	-0.878	
		FD+ANGLE DOOR FRAME	-1	0.900	1.800	0.400	-0.648	
		W+GRILL	-1	1.200	1.200	0.400	-0.576	
						NET QTY	136.364	
5	15.14.1	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area 3 sq. metres and below.	EA					18.000
		flush door	1	1.650	0.770	1.271	2	
		w	1	0.600	1.000	0.600	1	
		FD	1	0.720	1.830	1.318	1	
		window grill	1	0.980	1.200	1.176	2	
		window grill	1	1.200	0.900	1.080	1	
		flush door	1	2.100	0.900	1.890	1	
		VENTILATION WOODEN	1	0.750	0.750	0.563	2	
		FD	1	0.850	1.800	1.530	1	
		W WOODEN +MS GRILL	1	0.900	1.500	1.350	4	
		FD +ANGLE DOOR FRAME	1	0.900	2.440	2.196	1	
		FD+ANGLE DOOR FRAME	1	0.900	1.800	1.620	1	
		W+GRILL	1	1.200	1.200	1.440	1	
						TOTAL QTY	18.000	
6	15.14.2	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area beyond 3 sq. metres	EA					4.000
		ROLLING SHUTTERS	2	2.580	2.600	6.708	2	
			1	2.430	2.440	5.929	1	
		CHANNEL Gate	1	2.050	2.450	5.023	1	
						TOTAL QTY	4.000	

2. Plan of M.P. State Agro Industries Development Corporation Limited District Gwalior Race Course Road (M.P.) Gwalior

NOT TO SCALE



SUB. ENGINEER

SUB. DIVISIONAL OFFICER

Manj