

**OFFICE OF THE MUNICIPAL CORPORATION, BHOPAL**  
**(M.P.)**

**Appendix 2.10**  
**Tender Document**

NIT Number	:	<u>0035/ES/Z03/BMC/2026</u>
Agreement Number and Date	:	
Name of Work	:	<b><u>CONSTRUCTION OF CC ROAD AND DRAIN FROM PANI KI JHIRIA TO BALRAM JI HOUSE, SANJAY NAGAR, W-11, Z-03</u></b>
Name of the Contractor	:	_____
Probable Amount of Contract		
(Rs. In Figure)	:	<u>Rs. 525724/-</u>
(Rs. In Words)	:	<u>Rs. Five Lakhs Twenty Five Thousand Seven Hundred Twenty Four Only</u>
Contract Amount		
(Rs. In Figure)	:	Rs. _____
(Rs. In Words)	:	Rs. _____ _____
EMD Deposit	:	Rs. <u>5257/-</u>
Cost of Tender Document	:	Rs. 2000/-
Stipulated Period of Completion	:	<b>02 Months</b>

# Appendix 2.10

## Tender Document

### Table of Contents

<b>Section No.</b>	<b>Particulars</b>	<b>Page</b>
<b>Section 1</b>	NIT	03-05
<b>Section 2</b>	Instructions to Bidder (ITB)	06-12
	Bid Data Sheet	13-14
	Annexure - A to M	15-33
<b>Section 3</b>	Table of clauses	34
	Part - I General Conditions of Contract (GCC)	35-47
	Contract Data	48-50
	Annexure - N to W	51-65
	Part - II Special Conditions of Contract (SCC)	66
<b>Section 4</b>	Bill of Quantities (BOQ)	67
<b>Section 5</b>	Agreement Form	68
<b>Enclosure</b>	The letter issued by the Ministry of Urban Development and Housing Department, Government of Madhya Pradesh, letter No./F/237-2024/18-2 dated 06.09.2024 for amendment in the tender conditions is enclosed.	69-72

**SECTION 1**  
**Notice Inviting e-Tenders**  
**OFFICE OF THE MUNICIPAL CORPORATION, BHOPAL (M.P.)**

N.I.T. NO. :0035/ES/Z03/BMC/2026

dated 18.05.2026

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

S. No.	Tender ID	Name of Work	Probable Amount of Contract (Rs.)	Earnest Money Deposit (EMD) (In Rs)	Cost of Bid Document (In Rs)	Period of Completion (in Months)	SOR
1	2026_UAD_508471	<u>CONSTRUCTION OF CC ROAD AND DRAIN FROM PANI KI JHIRIA TO BALRAM JI HOUSE, SANJAY NAGAR, W-11, Z-03</u>	<u>525724/-</u>	<u>5257/-</u>	<u>2000/-</u>	<u>02 Months</u>	MPUADD ISSR 2021

1. Interested bidders can view the NIT on website <https://www.mptenders.gov.in/>
2. The Bid Document can be purchased only online from **10:30 A.M.** (time) **19.05.2026** (date) to **17:30 P.M.** (time) **02.06.2026** (date).

**The initial period of 5(Five) year after completion shall be treated as Defect Liability Period (DLP).**

**Executive Engineer**  
**Municipal Corporation Bhopal**  
**District Bhopal**

**Notice Inviting Tender**  
**OFFICE OF THE MUNICIPAL CORPORATION, BHOPAL (M.P.)**

N.I.T. NO. : 0035/ES/Z03/BMC/2026

dated 18.05.2026

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

S. No.	Tender ID	Name of Work	Probable Amount of Contract (Rs)	Earnest Money Deposit (EMD) (In Rs)	Cost of Bid Document (In Rs)	Period of Completion (in Months)	SOR
1	2026_UAD_508471	<u>CONSTRUCTION OF CC ROAD AND DRAIN FROM PANIKI JHIRIA TO BALRAM JI HOUSE, SANJAY NAGAR, W-11, Z-03</u>	<u>525724/-</u>	<u>5257/-</u>	2000/-	02 Months	MPUADD ISSR 2021

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website <https://www.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 checklist; and
  - iv. Submit an affidavit.
 Details can be seen in the Bid Data Sheet.
4. **ELIGIBILITY For BIDDERS:**
  - (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.
  - (b) The bidder would be required to have valid registration at the time of signing of the Contract.
  - (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
5. **Pre-qualification** - Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.

7. The Bid Document can be purchased only online from **10:30 A.M. (time) 19.05.2026** (date) to **17:30 P.M. (time) 02.06.2026** (date). Other key dates may be seen in bid data sheet.
8. The bidder who bids in the tender will have to submit the document of participating firm. Documents of other firm viz any other partnership firm/sister concern will not be valid.
9. Amendments to NIT, if any, would be published on website only, and not in newspaper.

**Executive Engineer  
Municipal Corporation Bhopal  
District Bhopal**

**SECTION 2**  
**INSTRUCTIONS TO BIDDERS (ITB)**  
**A. GENERAL**

**1. Scope of Bid**

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

**Background:**

Scope of work for CONSTRUCTION OF CC ROAD AND DRAIN FROM PANI KI JHIRIA TO BALRAM JI HOUSE, SANJAY NAGAR, W-11, Z-03

The scope shall include construction/ development and clearing of site as per directed by engineer in charge.

The initial period of 5(Five) year after completion shall be treated as Defect Liability Period (DLP). Therefore strict adherence to the quality construction and timely implementation is most important

**2. General Quality of work:**

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

**3. Procedure for Participation in E-tendering**

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

**4. One Bid Per Bidder**

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

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

**5. Cost of Bidding**

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

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

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

## **B. Bid Documents**

### **7. Content of Bid Documents**

The Bid Document comprises of the following documents:

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

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

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

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

- 9.1** Details of venue, date and time would be mentioned in the Bid Data Sheet, Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2** Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary
- 9.3** Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 9.4** Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

### **10. Amendment of Bid Documents**

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

- 10.2 All amendments shall form part of the Bid Document.
- 10.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website only.

### C. Preparation of Bid

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

**12.** Documents Comprising the Bid

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

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

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

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

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

**13. Language**

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

## 14. Technical Proposal

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

## 15. Financial Bid

- i. The bidder shall have to quote rates in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and taxes except goods and services Tax (GST@18%) the amount of applicable GST@18% will be paid on sor item separately to the Contractor with each bill at the time of payment .the employer shall not be liable for any duties, taxes (except GST) Royalties and levies" and no GST will be paid on NON- SOR item
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

## 16. Period of Validity Of Bids

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

## 17. Earnest Money Deposit (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2 **The EMD/Bid Security shall be submitted only online using options available in the tender portal within the specified time limit. Bidders are advised to process it well in advance. No claim shall be entertained due to delay in online transactions via payment gateway/banking portal.**
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.

- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 **Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.**

#### **D. Submission of Bid**

- 18.** The Bidder is required to submit digitally signed Bid i. e. Envelope A, B & C Online only. No physical submission of the Bid will be accepted except in exceptional case under clause 19.7.

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

#### **19. Procedure**

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

**20. Confidentiality**

- 20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- 20.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of his bid.

**F. Award of Contract**

**21. Award of Contract**

The Employer shall notify the successful bidder by issuing a Letter of Acceptance (LOA) that his bid has been accepted. The original copy of affidavit will have to be submitted by the successful bidder at the time of signing of contract.

**22. Performance Security**

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

**23. Signing of Contract Agreement**

- 23.1 The successful bidder shall have to furnish Performance Security and Additional Performance Security, if any, and sign the contract agreement within 15 days of issue of LOA.
- 23.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.
- 23.3 In the 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.

**24. CORRUPT PRACTICES**

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

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

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

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

**[End of ITB]**

**Bid Data Sheet  
General**

SR.NO.	Particulars	Data	
1	Office inviting tender	Municipal corporation Bhopal	
2	NIT No	0035/ES/Z03/BMC/2026	
3	Date of NIT	<b>18.05.2026</b>	
4	Bid document download available from date & time	<b>19.05.2026</b> 10:30 A.M	<b>02.06.2026</b> 17:30 P.M
5	Website link	<a href="https://www.mptenders.gov.in">https:// www.mptenders.gov.in</a>	
<b>Section 1-NIT</b>			
Clause reference	Particulars	Data	
2	Portal fees	As Applicable	
3	Cost of bid document	Rs. 2000/-	
	Cost of bid document Payable at	At online only	
	Cost of bid document in favor of		
4	Affidavit format	Annexure B	
5	Pre-qualifications required	<b>YES</b>	<b>NO</b>
	If Yes, details	Annexure C	
6	Special Eligibility	<b>YES</b>	<b>NO</b>
	If Yes, details	Annexure D	
7	Key dates	Annexure A	
<b>Section 2 - ITB</b>			
Clause reference	Particulars	Data	
1	Name of 'work'	<b><u>CONSTRUCTION OF CC ROAD AND DRAIN FROM PANI KI JHIRIA TO BALRAM JI HOUSE, SANJAY NAGAR, W-11, Z-03</u></b>	
2	Specifications	Annexure E	
3	Procedure for participation in e-tendering	Annexure F	
4	Whether Joint Venture is allowed		NO
	If yes, requirement for Joint Venture	Annexure G	
9	Pre bid meeting to be held		NO
	If Yes,	Date : Time: Place :	
	<b>Envelope-A</b> containing : i. Registration number or proof of application for registration and organizational details ii. <del>Cost of Bid Document</del> iii. EMD Scanned copy of proof iv. An affidavit duly notarized should reach in physical form (Scanned copy to be submitted online)	Annexure – H  Annexure – B	
14	<b>Envelope-B</b> Technical Proposal	Annexure I and Annexure I (Format I-1 to I-5)	
15	<b>Envelope-C</b> Financial Bid	Annexure J	
	Materials to be issued by the department	Annexure K	
16	Period of Validity of Bid	180 Days from the date of bid opening	

17	Earnest Money Deposit	Rs. <b>5257/-</b>
	Form Earnest Money Deposit	Amount of Earnest Money to be deposited Online only.
	EMD valid for a period of	<del>not less than 180 days from the date of opening of Financial Bid</del>
	FDR must be drawn in favour of	
21	Letter of Acceptance (LoA)	Annexure L
22	Performance Security & Additional Performance Security	<p>1. Performance security to be deposited @ 03 (Three) % of the contract amount.</p> <p>2. Additional Performance security to be deposited @ equal to:-</p> <p>(a) If rates are below 10% and upto 20% value equal to the percentage below 10% of probable amount of contract (PAC)</p> <p>(b) If rates are below 20% - as per (a) and twice the value below 20% of probable amount of contract (PAC)</p> <p>The letter issued by the Ministry of Urban Development and Housing Department, Government of Madhya Pradesh, letter No./F/237-2024/18-2 dated 06.09.2024 for amendment in the tender conditions is enclosed.</p>
	Performance security & Additional Performance Security in the format	Annexure M
	Performance security & Additional Performance Security in the format in the favour of	Commissioner Municipal Corporation Bhopal
	Performance Security & Additional Performance Security shall be valid up to	Valid upto 3 months from the date of issuance of completion certificate

**KEY DATES**

Published Date	<b>19.05.2026</b> 10:30 A.M	Bid Opening Date	<b>03.06.2026</b> 11:00 A.M
Document Download/ Sale Start Date	<b>19.05.2026</b> 10:30 A.M	Document Download/ Sale End Date	<b>02.06.2026</b> 17:30 P.M
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	<b>19.05.2026</b> 10:30 A.M	Bid Submission End Date	<b>02.06.2026</b> 17:30 P.M

Note: ~~Original term deposit receipt of earnest money deposit and affidavit shall be submitted by the bidder so as to reach the office as prescribed in NIT for e-Tenders by “Physical Submission End Date” mentioned above.~~

**Original Affidavit shall have to be submitted by the bidder before agreement.**

**||AFFIDAVIT||**

**(To be contained in Envelope A)**

(On Non Judicial Stamp of Rs. 200)

I/we \_\_\_\_\_ who is/ \_\_\_\_\_ (status in the firm/ company) and competent for submission of the affidavit on behalf of M/S \_\_\_\_\_ (contractors) 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. \_\_\_\_\_ (name of work) dated \_\_\_\_\_ issued by the \_\_\_\_\_ (name of the department).

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

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
  - a. Information regarding financial qualification and annual turnover submitted online is correct.
  - b. Information regarding various technical qualifications submitted online is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

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

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

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

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

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

Note: Affidavit duly notarized in original shall ~~reach at least one calendar day before opening of the bid.~~ Be submitted (original copy) before agreement.

**PRE-QUALIFICATIONS CRITERIA**

The bidder should have

**A. Financial**

- ~~i. experience of having successfully executed: (Successfully executed would mean successfully completion and commissioning of the project);~~
  - ~~a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or~~
  - ~~b) two similar works, each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or~~
  - ~~c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 5 financial years;~~
- ~~ii. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years.~~
- ~~iii. Executed similar items of work in any one financial year during the last 5 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.~~

~~**Bid Capacity**—Bidder shall be allotted work up to his available Bid Capacity, which shall be worked out as given in format 1-2 of Annexure I.~~

**B. Physical**

Physical qualifications for the work shall be as below

Sno	Particulars	Quantity	Period
1	Physical qualification required		No
2	Earthwork		
3	Concrete work		

(The Employer shall specify all physical qualifications required).

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

**SPECIAL ELIGIBILITY CRITERIA**

The bidder should have experience of:

A. —

B. —

C. —

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

## **Specifications**

1. MP Urban Administration and Development Department Specifications, ISSR ROAD SOR volume 3 and ISSR BUILDING SOR volume 2 will be applicable (The soft copy of above specifications and SOR is available at departmental website <http://www.mpurban.gov.in/>)
2. MORTH Department specifications,
3. IRC Specifications,
4. CPHEEO Manual / PHE Specifications

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

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

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

All the bidders are required to register themselves on the e-tendering System on the website [http://\\_\\_\\_\\_\\_](http://_____) and for more details may contact M/s

**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.

**Note:**

- i. It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not to obtain another Digital Certificate for the same.  
The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from M/S.
- ii. Bids can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and sign the hash during the ONLINE BID PREPARATION AND HASH SUBMISSION stage. In case, during the process of a particular bid, the bidder loses his Digital Certificate because of any problem (such as misplacement virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online. Hence, the bidders are advised to keep their Digital Certificate in a safe place under proper security to be used whenever required,

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

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

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

**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 [http:// -----](http://-----)

**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.

**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 Data Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and upto scheduled time and date as set in the key dates.

The payment for the cost of bid document shall be made online through Debit/Credit card, Net banking or NEFT Challan through the payment gateway provided on the portal.

**7. Withdrawal, Substitution and Modification of Bids**

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

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

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

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

### DETAILS OF PARTICIPATION IN THE JOINT VENTURE

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

**ORGANIZATIONAL DETAILS****(To be Contained with 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.	
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:**

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

**Note:**

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

## FINANCIAL & PHYSICAL EXPERIENCE DETAILS

**A. Financial Requirement:**

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

- a) ~~three similar works such costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or~~
- b) ~~two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or~~
- e) ~~one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 5 financial years;~~

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

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

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

~~Existing commitments (Value of 'C' for Bid Capacity Formula)~~

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

**B. Physical Requirement:**

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

Sno	Particulars	Actual Quantity Executed (To be filled in by the contractor)				
		Year-1	Year-2	Year-3	Year-4	Year-5
1	<del>Physical qualification required</del>	<b>No</b>				
2	<del>Earthwork</del>					
3	<del>Concrete work</del>					

- Note: ~~1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 5 financial years.~~
- ~~2. Similar works; The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work viz. earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc~~

**ANNUAL TURN OVER**

**Requirement:**

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

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

Financial Year	Payments received for contracts in progress or completed
1	
2	
3	
4	
5	

**Note:**

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

**Bid Capacity**

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

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

**Where**

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

B = Proposed contract period in years.

C = Amount of work in hand at present.







**FINANCIAL BID**

**(To Be Contained in Envelope-C)**

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

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

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

Note:

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

**Signature of Bidder**  
**Name of Bidder**

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

**Signature of Officer by whom accepted**



## **LETTER OF ACCEPTANCE (LOA)**

No. \_\_\_\_\_, Dated: \_\_\_\_\_

To,  
M/s. - \_\_\_\_\_  
(Name and address of the contractor)

**Subject:** \_\_\_\_\_  
(Name of the work as appearing in the bid for the work)

Dear Sir (s),

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

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

- a. The performance security/ performance guarantee of Rs. \_\_\_\_\_ (in figures) (Rupees \_\_\_\_\_ in words only). The performance security shall, be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank valid up to three months after the expiry of defects liability period.
- b. Sign the contract agreement.

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

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

Yours Faithfully

Authorized Signature  
Municipal Corporation, Bhopal

**PERFORMANCE SECURITY**

To

\_\_\_\_\_ [Name of Employer]

\_\_\_\_\_ [Address of Employer]

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

Date \_\_\_\_\_

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

## SECTION 3

### Conditions of Contract

#### Part -1 General Conditions of Contract [GCC]

#### Table of Clauses of GCC

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

## A. General

### 1. DEFINITIONS

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

Contractor that are needed for construction or installation of the work.

- 1.27. **Tender/Bid, Tenderer /Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.28. **Variation:** means any change in the work which is instructed or approved as variation under this contract
- 1.29. **Work:** The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

## **2. INTERPRETATIONS AND DOCUMENTS**

### **2.1 Interpretations**

In the contract, except where the context requires otherwise:

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

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

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

## **3. Language and Law**

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

## **4. Communications**

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

## **5. Subcontracting**

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

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

## **6. Personnel**

- 6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure 1-3 of Bid Data Sheet, if applicable, if the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

## **7. Force Majeure**

- 7.1 The term "Force Majeure" means an exceptional event or circumstance:
  - (a) which is beyond a Party's control,
  - (b) which such Party could not reasonably have provided against before entering into the Contract,
  - (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
  - (d) Which is not substantially attributable to the other Party.Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
  - (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - (ii) Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or Usurped power, or civil war,
  - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
  - (iv) Munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
  - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- 7.2. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

- 7.3. For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

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

- 8.1 All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that the designs/ drawings or other documents have been approved by the department.

## **9. Liability for Accidents to Person**

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

## **10. Contractor to Construct the Works**

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

## **11. Discoveries**

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

## **12. Dispute Resolution System**

- 12.1 No dispute can be raised except before the Competent Authority as defined in Contract Data in writing giving full description and grounds of dispute. It is clarified that merely recording protest white accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.

- 12.3 The **Competent Authority** shall decide the matter within 45 days.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the **Appellate Authority** as defined in **the Contract Data**. The Appellate Authority shall decide the dispute within 45 days,
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.
- 12.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum,

## B. Time Control

### 13. Programme

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

### 14. Extension of Time

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

## 15. Compensation for delay

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

## 16. Contractor's quoted percentage

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

## C. Quality Control

### 17. Tests

- 17.1 The Contractor shall be responsible for:
  - a. Carrying out the tests prescribed in specifications, and
  - b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 17.2 The contractor shall have to establish field laboratory within the time specified and having such equipments as are specified in the **Contract Data**.
- 17.3 Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the **Contract Data**.

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

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

## D. Cost Control

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

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

### 20. Extra Items

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

### 21. Payments for Variations and / or Extra Quantities

- 21.1 The rates for such additional (Extra quantity), altered or substituted work / extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-
- 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.
  - 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.
  - If the rates for the altered or substituted work are not provided in applicable SOR** - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract ( priced BOQ) for the work.
  - 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.
  - 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.
  - But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

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

- 22.1 If at any time after the commencement of the work, the Engineer-in-charge, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out; the Engineer-in-charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.

- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 'Engineer-in-charge may supplement the work by changing another agency to carry out such portion of the work, without prejudice to his rights.

**23. No Interest Payable**

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

**24. Recovery from Contractors**

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

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

**25. Tax**

- 25.1 "The rates in case of percentage rate bids)/lump -sum offer (in case of lump -sum bids) quoted by the Contractor shall be deemed to be inclusive of all duties, royalties, levies and taxes except Goods and services Tax (GST). The amount of applicable GST will be paid separately to the Contractor with each bill at the time of payment."
- 25.2 "The liability ,if any , on account of quarry fee, duties taxes (except GST),royalties and levies in respect of material consumed or services rendered on public work shall be borne by the Contractor"
- 25.3 The liability, if any, on account of quarry fees, royalties, octroi and any other tax sand duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
- 25.4 Any changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

**26. Check Measurements**

- 26.1 The department reserves itself the right to prescribe a scale of check measurements of work in general or specific scale for specific works or by other special orders.
- 26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3 Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per **clause24** above.

## 27. Termination by Engineer in Charge

- 27.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2 The Engineer in Charge shall be entitled to terminate the Contract if the Contractor
- a) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
  - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
  - c) Without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time.
  - d) the Contractor does not maintain a valid instrument of financial security as prescribed;
  - e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
  - f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
  - g) If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - h) Any other fundamental breaches as specified in the **Contract Data**.
- 27.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (c) or (g), of **clause 27.2**, the Engineer in Charge may terminate the Contract immediately.
- 27.4 Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.

## 28. Payment upon Termination

- 28.1 If the contract is terminated under **clause 27.3**, the Engineer shall issue a certificate for value of the work done less liquidated damages, if any, less recoverable advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed as indicated in the Contract Data. The amount so arrived at shall be determined by the **Engineer-in-Charge** and shall be final and binding on both the parties.
- 28.2 Payment on termination under **clause 27.4** above -  
If the Contract is terminated under **clause 27.4** above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3 If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per **clause 24** above.

## 29. Performance Security

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

30. **Security Deposit-**

- 30.1 Security Deposit shall be deducted from each running bill at the rate as specified in the **Contract Data**. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the **Contract Data**.
- 30.2 The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of Defect Liability Period/ extended Defect Liability Period.
- 30.3 **The Security Deposit shall be refunded on completion of Defect Liability Period.**

31. **Price Adjustment**

**31.1 Applicability**

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

**31.2 Procedure**

- ~~1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the **contract data**.~~
- ~~2. The price adjustable shall be determined during each **quarter** from the formula given in the **contract data**.~~
- ~~3. Following expression and meaning are assigned to the work done during each **quarter**:  
**R** = Total value of work during the quarter. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the **quarter, less value of material issued by the department, if any, during the quarter.**~~
- ~~4. Weight ages of various components of the work shall be as per the Contract Data.~~
- ~~31.3 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.~~
- ~~31.4 The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.~~
- ~~31.5 For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favour of the Employer, the same shall be recovered from the sums payable to the Contractor.~~

**32. Mobilization and Construction Machinery Advance**

- 32.1 Payment of advances shall be applicable if provided in the **Contract Data**.
- 32.2 If applicable, the Engineer in Charge shall make interest bearing advance payment to the contractor of the amounts stated in the **Contract Data**, against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/scheduled banks, in the name as stated in the **Contract Data**, in amounts equal to the advance payment. The guarantee shall remain effective until the advance

payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.

- 32.3 The rate of interest chargeable shall be as per **Contract Data**.
- 32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.
- 32.5 The advance payment shall be recovered as stated in the **Contract Data** by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

### 33. Secured Advance

- 33.1 Payment of Secured Advance shall be applicable if provided in the **Contract Data**.
- 33.2 If applicable, the Engineer shall make advance payment against materials intended for but not yet incorporated in the Works and against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/ scheduled bank, in the name as stated in the **Contract Data**, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been adjusted, but the amount of the guarantee shall be progressively reduced by the amounts adjusted by the contractor.
- 33.3 The amount of secured advance and conditions to be fulfilled shall be as stipulated in the **Contract Data**.
- 33.4 The Secured Advance paid shall be recovered as stated in the **Contract Data**.

### 34. Payment Certificates

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

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

## **E. Finishing the Contract**

### **35. Completion Certificate**

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

### **36. Final Account**

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

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

### **37. Currencies**

All payments will be made in Indian Rupees.

### **38. Labour**

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

### **39. COMPLIANCE WITH LABOUR REGULATIONS**

- 39.1. During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules}, regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract Data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Employer is caused to pay

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

**40. Audit and Technical Examination**

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

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

If the Contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in **clause 28.2** of the contract agreement. However, if the competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions under which the contract was awarded.

**42. Jurisdiction**

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

**[End of GCC]**

## Contract Data

Clause reference	Particulars	Data
1.14	Employer	Commissioner Municipal Corporation Bhopal
1.15	Engineer	Executive Engineer or equivalent Engineer
1.16	Engineer in Charge	Assistant Engineer
1.22	Stipulated date of completion	As per Bid Data Sheet
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/ Engineer -phone, Fax, e-mail.	Superintendent Engineer/ Executive Engineer on behalf of Commissioner Municipal Corporation Bhopal
5	Subcontracting permitted for the Contract Value	Only allowed for contracts of Tenders costing more than Rs 200.00 Lakhs upto a limit of 25% on written and express approval from Employer.
6	Technical Personnel to be provided by the contractor -requirement, &	As per Annexure I (Format 1-3)
	Penalty, if required Technical Personnel not employed	Rs 30,000/- pm per person for Degree Holder Rs.18,000/- pm per person for Diploma Holder
10	Specifications	As per Annexure E
	Drawings	As per Annexure N
12	Competent Authority for deciding dispute under Dispute Resolution System	_____
	Appellate Authority for deciding dispute under Dispute Resolution System	_____
13	Period for submission of updated construction program	03 days upon signing the Agreement
	Amount to be withheld for not submitting construction program in the prescribed period	0.20% of the Contract Amount
14	Competent Authority for granting Time Extension	Commissioner, Municipal Corporation Bhopal
15	Milestones laid down for the contract	Yes
	If Yes, details of Milestones	As per Annexure – O
	Liquidated damage	As per Annexure- P
17	List of equipment for lab	As per Annexure- Q
	Time to establish lab	15 day
	Penalty for not establishing field Laboratory	Upto 0.5% of value of the contract
18	Defect Liability Period	<b>05-Year after Physical Completion of work</b>
21	Competent Authority for determining the rate	Commissioner, Municipal Corporation Bhopal
27	Any other condition for breach of contract	

28	Penalty	Penalty Shall include (a) Security deposit as per clause 30 of General Conditions of Contract and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher
29	Performance guarantee (Security) shall be valid up to	Till issue of Physical Completion Certificate as per clause 35.1
30	Security Deposit to be deducted from each running bill	7%
	Maximum limit of deduction of Security Deposit	7%
31	<del>Price Adjustment formula and procedure to calculate</del>	<del>Annexure R (Not Applicable)</del>
31.1(1)	<del>Price adjustment shall be applicable, if the amount put to tender is more than</del>	<del>No</del>
32	<del>32.1 Mobilization and Construction Machinery Advance applicable</del>	<del>No Mobilization and Construction Machinery Advance payable</del>
	<del>32.2 If yes, Unconditional Bank Guarantee</del>	<del>In the format prescribed in Annexure S</del>
	<del>32.3 if yes, Rate of interest chargeable on advance</del>	<del>10% annual simple interest</del>
	<del>32.4 If yes, Type &amp; Amount of Advance payment that can be paid</del>	<del>1. Mobilization advance Not more than...% of contract amount 2. Construction Machinery Advance Not more than ... % of contract amount</del>
	<del>32.5 If yes, Recovery of advance payment</del>	<del>Recovery of Mobilization and/or Construction Machinery advance shall commence when 10% of the Contract Amount is executed and recovery of total advance shall be done on pro rata basis and shall be completed by the time work equivalent to 80% of the Contract Amount is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrued from the day of payment of advance and the recovery of interest shall commence when 10% of the Contract Amount is executed and shall be completed by the time work equivalent to 80% of the Contract Amount is executed.</del>
33	<del>33.1 Secured Advance applicable</del>	<del>No Secured Advance payable.</del>
	<del>33.2 if yes, Unconditional Bank Guarantee</del>	<del>In the format prescribed in Annexure T</del>

	<del>33.2 if yes, Amount of Secured Advance</del>	<del>75% of value of material as determined by the Engineer in Charge</del>
	<del>33.3 if yes, Conditions for secured advance</del>	<del>a) The materials are in accordance with the specification for Works; b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks; c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer; d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof; e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.</del>
	<del>33.4 if yes, Recovery of Secured advance</del>	<del>The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid] have been incorporated into the Works.</del>
35	Completion Certificate - after physical completion of the Work	As Per Annexure U
	Detailed Completion Certificate - after final payment on completion of the Work	As Per Annexure V
36	Competent Authority	
39	Salient features of some of the major labour laws that are applicable	Annexure-W
41	Competent Authority	

## **Drawings**

List of drawings-

As per DPR

## **Details of Milestones**

The time allowed for the carrying out the work, as entered in the tender form shall be strictly observed by the contractor and shall be deemed to be essence of the contract and shall be reckoned immediately 14 days after the signing of Agreement.

The work shall throughout the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, to complete

- 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed,
- 3/8th of the work before 1/2 of such time has elapsed
- 3/4th of the work before 3/4 of such time has elapsed.

## **Compensation for Delay**

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

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

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated date 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 **Executive Engineer** shall be final and binding upon both the parties.

**ANNEXURE-Q**  
**(See clause 17 of Section 3-GCC)**

**List of Equipment for Quality Control Lab**

Minimum requirement			Available with the Bidder	
S. No.	Name of Equipment / Machinery	Quantity	Name of Equipment / Machinery	Quantity
1	Digging tools like pick axe, shovel, etc.	One Set		
2	IS Sieves Nos. with lid and pan (90 mm, 80mm, 63 mm, 53 mm, 45 mm, 37.5 mm, 26.5mm, 19 mm, 13.2 mm, 11.2 mm, 9.5 mm, 4.75 mm, 2.8 mm, 5.6 mm, 3.35 mm, 2.36 mm, 600 Micron, 425 Micron, 300 Micron, 150 Micron, 180 Micron, 90 Micron and 75 Micron)	One Set		
3	Sand Pouring Cylinder with tray complete for field Density test	One Set		
4	Speedy moisture meter complete with chemicals	One Set		
5	Straight Edges 3.00 meter width	Two Set		
6	Liquid Limit and Plastic limit testing apparatus complete with water bottle and glass wares	One Set		
7	Electronics / digital balance 5 kg	One no.		
8	Pan balance with weight box, 5 kg	One no.		
9	Slump cone	Two no.		
10	Concrete cube moulds (150 mm X 150 mm)	Twelve No.		
11	Free swelling index test Apparatus	Six no.		
12	Flakiness and elongation testing gauges	Two no.		
13	Water absorption test apparatus	One no.		
14	Specific gravity test apparatus	One no.		
15	B.S. compaction apparatus	One no.		
16	Proving rings	One each		
17	Glass ware	One Set		
18	Auto level and staff	Three no.		
19	Rapid moisture meter	One Set		
20	Post Hole Auger with extensions	One Set		
21	Measuring tape, spatula, glassware, porcelain dish, pestle mortar	One Set		
22	Standard Proctor Density Test Apparatus with rammer	One Set		
23	Electronics / digital balance 1 kg with the least count of 0.01 gm	One Set		

24	Camber Board	Two no.		
25	Core cutter (10 cm dia) 10cm/15cm height complete with dolly and hummer.	One Set		
26	CBR Testing machine	One Set		
27	Oven (ambient to 200 C)	One Set		
28	Digital Thermometers	Three no.		
29	Aggregate Soundness test apparatus	One Set		
30	Concrete cube testing machine	One no.		
31	First aid box	One no.		
32	Sampling Pipette	One no.		
33	Balance	One no.		
34	Dial Gauges	Six no.		
35	Thickness gauge	One Set		
36	Water still (4 ft.)	One no.		
37	A.I.V. testing equipment	One no.		

**ANNEXURE- R**  
**(See clause 30 of Section 3 -GCC)**

**Price Adjustment**

The formulas for adjustment of price are as follow:

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

Weightages\* of component in the work

S.No.	Component	Percentage of component in the work
1	Labour - P <sub>i</sub>	
2	Cement - P <sub>e</sub>	
3	Steel - P <sub>s</sub>	
4	Bitumen - P <sub>b</sub>	
5	POL - P <sub>f</sub>	
6	Other Materials - P <sub>m</sub>	
TOTAL		100

\*Weight ages of various. Components of the work shall be as determined by the competent technical sanction authority.

**Adjustment for Labour component**

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

$$VL = 0.85 \times Pi / 100 \times R \times (U - L) / L$$

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

U = the consumer price index for industrial workers for the State nearest city from the site on the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India,

L = the consumer price index for industrial workers for the State nearest city from the site for the month under consideration as published by Labour Bureau, Ministry of Labour component of the work.

Pi = Percentage of Labour component of the work.

**Adjustment for cement component**

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

$$V_e = 0.85 \times P_e / 100 \times R \times (C_i - C_0) / C_0$$

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

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

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

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

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

**Adjustment of steel component**

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

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

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

~~S<sub>0</sub> = The all India wholesale price index for steel (Bars and Rods) on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi, (s.'www.coinduttry.nic.in)~~

~~S<sub>j</sub> = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi. (www.eamdustry.nic.in)~~

~~P<sub>s</sub> = Percentage of steel component of the work.~~

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

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

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

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

~~B<sub>o</sub> = the official retail price of bitumen at the IOC depot at nearest center on the date of opening of Bids.~~

~~B<sub>i</sub> = the official retail price of bitumen of IOC depot at nearest center for the 15<sup>th</sup> day of the month under consideration.~~

~~P<sub>b</sub> = Percentage of bitumen component of the work.~~

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

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

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

~~V<sub>f</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.~~

~~F<sub>o</sub> = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the date of opening of Bids.~~

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

~~P<sub>f</sub> = Percentage of fuel and lubricants component of the work.~~

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

#### **Adjustment of Other materials Component.**

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

$$\Delta V_m = 0.85 \times P_m / 100 \times R_x (M_i - M_o) / M_o$$

~~V<sub>m</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, Steel, Bitumen and POL.~~

~~M<sub>o</sub> = The all India wholesale price index (all commodities) on the date of opening of Bids, as published by the Ministry of Industrial Development Government of India, New Delhi.~~

~~M<sub>i</sub> = The all India average wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.~~

~~P<sub>m</sub> = Percentage of local material component (other than cement, Steel, Bitumen and POL) of the work plant and machinery spares component of the work~~

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

To

..... [Name of Employer]  
..... [Address of Employer]  
..... [Name of Contractor]

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

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

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

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

Yours truly,

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

---

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

## **Bank Guarantee Form for Secured Advance**

### **INDENTURE FOR SECURED ADVANCES**

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

Whereas by an agreement dated..... (Hereinafter called the said agreement) the contractor has agreed.

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

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

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

That the said sum of Rupees.....so advanced by the Employer to

- (1) The Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and 'the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid

(hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees.....and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best;
  - (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of

effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.

- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
  - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

### **Physical Completion Certificate**

Name of Work .....  
.....  
.....  
Agreement no : ..... Date: .....  
Amount of Contract Rs : .....  
Name of Agency : .....  
Used M B No. : .....

Last measurement recorded on date

- 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

## Final Completion Certificate

Name of Work .....  
.....  
.....  
Agreement no : ..... Date : .....  
Amount of Contract Rs : .....  
Name of Agency : .....  
Used M B No. : .....

Last measurement recorded on date

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

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

Agreemented amount Rs.....

Final Amount paid to contractor Rs.....

Incumbency of officers for the work

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

Date of issue

Executive Engineer

### **Salient Features of Some Major Labour Laws Applicable**

- a) **Workmen Compensation Act 1923:-** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:-** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.P. 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.P. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951: -** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:-** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:-** The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- g) **Payment of Wages Act 1936:-** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:-** The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:-** The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

- j) **Industrial Disputes Act 1947:-** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) **Trade Unions Act 1926:-** The Act lays down the procedure for registration of trade unions of workmen and Employers, The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:-** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:-** The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-** All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:-** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

## **SECTION 3**

### **Conditions of Contract**

#### **Part - II Special Conditions of Contract [SCC]**

1. If the contractor demands extension of time period after not completing the work within the stipulated period, then in case of impractical rates, in addition to the penalty of original tender conditions, additional penalty will be charged for the extended period on the demand of the contractor. The additional penalty will be 1/12th of the additional performance guarantee for every one month of extension of time. This condition should be mentioned separately in the Special Conditions of Contract of the tender.

**SECTION 4**

**BILL OF QUANTITIES [BOQ]**

**General Description of work:**

**Probable Amount of Contract: Rs.**

<b>s. No.</b>	<b>Particulars of Item of Work</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount (in figure)</b>	<b>Amount (in words)</b>	<b>Remarks</b>
<b>i</b>	<b>ii</b>	<b>iii</b>	<b>iv</b>	<b>v</b>	<b>vi</b>	<b>Vii</b>	<b>viii</b>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
Total							

**Total Rupees (In Words)**

**SECTIONS 5**  
**AGREEMENT FORM**  
**Agreement**

This agreement, made the ..... day of..... between. .... (Name and address of Employer) (Hereinafter called "the employer) and ..... (Name and address of contractor) hereinafter called "the Contractor" of the other part.

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

**NOW THIS AGREEMENT WITNESSETH as follows:**

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

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

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

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

Binding Signature of Employer.....

Binding Signature of Contractor.....

मध्यप्रदेश शासन  
नगरीय विकास एवंआवासविभाग  
मंत्रालय

ॐ

क्र./एफ- 237/2024/18-2

दिनांक. 06/09/2024  
09/09/2024

प्रति, 2165/2265526/24/182

1. समस्त आयुक्त,  
नगर पालिक निगम,  
मध्यप्रदेश।
2. समस्त मुख्य नगर पालिका अधिकारी,  
नगर पालिका परिषद/नगर परिषद,  
मध्यप्रदेश।

विषय:- अव्यवहारिक निविदाओं (Unworkable Rates) में Additional Performance Security लिये जाने के संबंध में।

संदर्भ:-1. म.प्र. शासन, नगरीय विकास एवं आवास विभाग का आदेश क्र. एफ 10-17/2020/18-2, दिनांक 25.08.2022।

2. म.प्र. शासन, नगरीय विकास एवं आवास विभाग का आदेश क्र. 1244, दिनांक 03.02.2023।

---00---

म.प्र. शासन, नगरीय विकास एवं आवास विभाग का आदेश क्र. एफ 10-17/2020/18-2, दिनांक 25.08.2022 से अव्यवहारिक दरों को हतोत्साहित करने के उद्देश्य से प्रतिशत दर आधार पर आमंत्रित की जाने वाली निविदाओं में प्राप्त न्यूनतम दर 10% से अधिक नीचे (more than ten percent below) को अव्यवहारिक दर (Unworkable Rates) मानते हुये Additional Performance Security लिये जाने का प्रावधान किया गया है। अव्यवहारिक दरें प्राप्त होने पर सफलतम निविदाकार से अतिरिक्त परफॉरमेन्स गारंटी (Additional Performance Guarantee) के रूप में, प्राप्त निविदा राशि (Contract Amount) एवं एस.ओ.आर. से 10 प्रतिशत कम की निविदा राशि (Cost of PAC @ 10% Below) के अंतर की राशि लिया जाना प्रावधानित है।

प्रायः यह देखने में आया है कि निविदाकारों द्वारा निविदा प्राप्त करने के उद्देश्य से निविदाओं में अव्यवहारिक दरें प्रस्तुत की जाती हैं, जिससे कार्यों की गुणवत्ता प्रभावित होती है एवं परियोजना को समय-सीमा में पूर्ण करने में भी कठिनाई का सामना करना पड़ता है। जिसे हतोत्साहित करने के उद्देश्य से निम्नानुसार निर्देश जारी किये जाते हैं:-

1. Performance Security एवं Additional Performance Security के संबंध में निविदा प्रपत्र में निम्नानुसार संशोधन किये जाते हैं:-

E:\whatsapp\performance security revised Sep 2024.docx1

6629  
10/09/24

अधिकारी/कर्मचारी	SE(RG)
दि. 10-09-24	

S. N.	Reference	Particulars*	Value Applicable for Works
1	ITB Clause 22	Performance Security & Additional Performance Security	ITB Clause 22 - 1. Performance Security to be deposited @ 3 (Three) % of the contract amount. 2. Additional Performance Security to be deposited @ equal to:- (a) If rates are below 10% and upto 20% - value equal to the percentage below 10% of probable amount of contract (PAC). (b) If rates are below 20% - as per (a) and twice the value below 20% of probable amount of contract (PAC).
2	ITB Clause 22	Performance Security & Additional Performance Security shall be valid up to	Valid upto 3 months from the date of issuance of completion certificate.

**Note- These values to be incorporated in the bid data sheet/ contract data sheet.**

2. उपरोक्तानुसार अतिरिक्त परफॉरमेन्स गारंटी (Additional Performance Guarantee) की राशि की गणना के लिये निम्नानुसार गणितीय विधि अपनाई जावे:-

(अ) यदि निविदा की अनुमानित लागत (PAC) Rs. 100.00 लाख है तथा सफलतम निविदाकार की दर 27 प्रतिशत Below SOR हो तो अतिरिक्त परफॉरमेन्स गारंटी की गणना निम्नानुसार होगी :-

(a) अनुसार -  
अतिरिक्त परफॉरमेन्स गारंटी की राशि  
= (Probable Amount of Contract - Rates below ISSR beyond 10%)  
=  $100(20\%-10\%) = 10.00$  लाख

(b) अनुसार  
= Probable Amount of Contract x2 ( Rates below ISSR beyond 20%)  
=  $100 \times 2 \times (27 - 20) = 14.00$  लाख

इस प्रकार कुल 24 लाख (10+14) अतिरिक्त परफारमेस गारंटी जमा कराई जायेगी।

3. अव्यवहारिक दरों (Unworkable Rates) हेतु अतिरिक्त परफॉरमेन्स गारंटी (Additional Performance Guarantee) की राशि लिये जाने का स्पष्ट उल्लेख निविदा प्रपत्र में किया जाए। निविदा स्वीकृति की सूचना (Letter of Acceptance) के समय भी इसका उल्लेख आवश्यक रूप से किया जाए।

4. परफॉरमेन्स गारंटी निविदा में उल्लेखित मान्य Instrument में ली जा सकती है किंतु अतिरिक्त परफॉरमेन्स गारंटी मात्र fixed deposit receipt (FDR) के रूप में मान्य होगी।
  5. अतिरिक्त परफॉरमेन्स गारंटी (Additional Performance Guarantee) जमा होने पर उसकी सत्यता का परीक्षण, बैंक से कराकर ही अनुबंध संपादित किया जाए।
  6. अनुबंध न करने की स्थिति में निविदाकार की अमानत राशि (Bid Security) राजसात करने की कार्यवाही की जाए। ऐसे निविदाकारों को कम से कम 02 वर्ष के लिये प्रतिबंधित करने हेतु प्रस्ताव संचालनालय, नगरीय प्रशासन एवं विकास को प्रेषित किया जाए।
  7. प्रायः ऐसे कार्य समय-सीमा में पूर्ण नहीं किये जाते हैं। कार्य के प्रभारी यंत्री एवं आयुक्त/मुख्य नगरपालिका अधिकारी प्रगति की सतत् निगरानी कर यह सुनिश्चित करेंगे कि यह कार्य निर्धारित समय-सीमा में पूर्ण हों।
  8. यदि अनुबंध में निर्धारित अवधि में कार्य पूर्ण नहीं होने पर, संविदाकार द्वारा समयावधि बढ़ाने की मांग की जाती है तो टेकेदार की मांग पर बढ़ाई गई समयावधि, के लिए मूल निविदा शर्तों की पेनाल्टी के अतिरिक्त अव्यवहारिक दरों के मामले में अतिरिक्त पेनाल्टी भी ली जायेगी। अतिरिक्त पेनाल्टी प्रत्येक एक माह की समयवृद्धि के लिए अतिरिक्त परफारमेंस गारंटी का 1/12 भाग होगा। इस शर्त का उल्लेख निविदा की Special Conditions of Contract में पृथक से किया जाये।
  9. ऐसे कार्य जिनमें अव्यवहारिक दरें (Unworkable Rates) प्राप्त होती हैं, उनमें गुणवत्ता नियंत्रण का विशेष ध्यान देते हुये कार्य निर्धारित मापदण्ड अनुसार ही कराये जायें।
  10. कार्य की गुणवत्ता प्रभावित होने, संविदाकार द्वारा अनुबंध न करने अथवा कार्य पूर्ण न करने की स्थिति में निविदा शर्तों अनुसार कार्यवाही के अतिरिक्त, टेकेदार को काली सूची में डालने (Black Listing) की कार्यवाही हेतु प्रस्ताव संचालनालय, नगरीय प्रशासन एवं विकास को प्रेषित किये जायें।
  11. इस आदेश को निविदा एवं अनुबंध का भाग बनाना सुनिश्चित किया जाए।
  12. यह आदेश लोक निर्माण विभाग के पृष्ठांकन क्र. 7971/ACS/24 दिनांक 03.09.2024 की सहमति अनुसार जारी किया जा रहा है।
- इन निर्देशों का कड़ाई से पालन सुनिश्चित करने का दायित्व, निकाय के आयुक्त/मुख्य नगरपालिका अधिकारी का होगा।

*Am*  
6/9/24

(नीरज मण्डलोई)

प्रमुख सचिव

नगरीय विकास एवं आवास विभाग  
मध्यप्रदेश शासन।

पू० क्रमांक एफ 238 / 2024 / 18-2

भोपाल, दिनांक 06/09/2024

प्रतिलिपि:- 2166/2265326/24/18

09-9-24

- (1) निज सचिव, मान. मंत्रीजी, नगरीय विकास एवं आवास विभाग, मंत्रालय, भोपाल।
  - (2) अपर मुख्य सचिव, मध्यप्रदेश शासन, लोक निर्माण विभाग/नर्मदा घाटी विकास/जल संसाधन विभाग
  - (3) प्रमुख सचिव, मध्यप्रदेश शासन, वित्त विभाग, भोपाल।
  - (4) सचिव, मध्यप्रदेश शासन, लोक स्वास्थ्य यांत्रिकी विभाग, भोपाल।
  - (5) आयुक्त, नगरीय प्रशासन एवं विकास, भोपाल।
  - (6) प्रमुख अभियंता, नगरीय प्रशासन एवं विकास, भोपाल।
  - (7) प्रमुख अभियंता, मध्यप्रदेश अर्बन डेवलपमेंट कंपनी लिमिटेड, भोपाल।
  - (8) समस्त मुख्य कार्यपालन अधिकारी, स्मार्ट सिटी, भोपाल।
  - (9) समस्त संभागीय अधीक्षण यंत्री/कार्यपालन यंत्री, नगरीय प्रशासन एवं विकास, मध्यप्रदेश।
  - (10) समस्त संभागीय संयुक्त संचालक, नगरीय प्रशासन एवं विकास, मध्यप्रदेश।
  - (11) वेब कंटेन्ट मैनेजर, सी.एम.ए. वेबसाईड पर अपलोड किये जाने हेतु।
  - (12) आर्डर बुक।
- की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित।



19  
प्रमुख सचिव

मध्य प्रदेश शासन  
नगरीय विकास एवं आवास विभाग