

GOVERNMENT OF MADHYA PRADESH

M. P. LAGHU UDYOG NIGAM LTD. ESTATE AND CONSTRUCTION DIVISION-INDORE

APPENDIX 2.10

TENDER DOCUMENT

For Percentage Rate in works departments and other
Departments similar to work departments
(Effective from 01/01/2014)

Office of the	General Manager (EandC) MPLUN, Division-Indore
N.I.T.No.and Date	MPLUN/Const./EandC/Indore/2026/559 Dt.27.05.2026
Agreement Number and Date	
Name of Work	External Electrification Work of 33 KVA Dedicated Feeder, Establishment of 33/11 KVA Substation, 11 KVA Over Head Line and LT Line Work at Industrial Area Village - Chhaktala, Tehsil - Sondwa, Distt. Alirajpur (M.P.)
Name of Contractor	
Probable Amount of Contract (Rs. In Figure) (Rs. In Words)	<u>FOR Electrical Work MPEB SOR Items Rs=3,67,84,077.00</u> <u>Total PAC Rs= 3,67,84,077.00</u> Rs. Three Crore sixty Seven Lacs Eighty Four Thousand Seventy Seven Only
Contract Amount (Rs. In Figure) (Rs. In Words)	Rs..... Rs.
Stipulated Period of Completion	12 Months Including Rainy Season.

TENDER DOCUMENT

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SECTION – 1

Notice Inviting Tender

**GOVERNMENT OF MADHYA PRADESH
M. P. LAGHU UDYOG NIGAM LIMITED
DIVISION-INDORE**

NIT. No. **MPLUN/Const./EandC/Indore/2026/559**

Dated **27.05.2026**

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

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract	Period of Completion
1	External Electrification Work of 33 KVA Dedicated Feeder, Establishment of 33/11 KVA Substation, 11 KVA Over Head Line and LT Line Work at Industrial Area Village - Chhaktala, Tehsil - Sondwa, Distt. Alirajpur (M.P.)	Alirajpur	Rs.36784077.00	12 months I/c Rainy Season

1. Interested bidders can view the detailed NIT on the website <https://www.mptenders.gov.in>
2. The Bid Document can be purchased only online from **28/05/2026 10:30 PM to 10/06/2026 17:30 PM.**
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.

**General Manager(E&C)
M.P. Laghu Udyog Nigam Ltd.
Indore**

Notice Inviting Tender

**GOVERNMENT OF MADHYA PRADESH
M. P. LAGHU UDYOG NIGAM LIMITED
DIVISION-INDORE**

1st CALL

NIT. No. **MPLUN/Const./EandC/Indore/2026/559**

Dated **27.05.2026**

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

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract (Rs. in lakh)	Earnest Money Deposit (EMD) (In Rs.)	Cost of Bid Document	Category of Contractor	Period of Completion
1	2		3	4	5	6	7
1	External Electrification Work of 33 KVA Dedicated Feeder, Establishment of 33/11 KVA Substation, 11 KVA Over Head Line and LT Line Work at Industrial Area Village - Chhaktala, Tehsil - Sondwa, Distt. Alirajpur (M.P.)	Alirajpur	Rs. 36784077.00	Rs. 3,67,900/-	Rs.17,700/-	Centralised PWD Registration	12 months I/c Rainy Season

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website <http://mptenders.gov.in>
2. Bid Document can be purchased after marking online payment of portal fees through Credit/Debit/Cash card/Internet Banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay the cost of Bid Document;
 - ii) deposit the Earnest Money;
 - iii) Submit a check list and
 - iv) Submit an affidavit.

Details can be seen in the Bid Data Sheet

4. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in the appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and

are eligible for registration can also submit their bids after having applied for registration with appropriate authority.

(b) The bidder would be required to have valid registration at the time of signing of the Contract.

(c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
8. The Bid Document can be purchased only **28/05/2026 10:30 PM to 10/06/2026 17:30 PM.**
9. Amendments to NIT, if any, would be published on website only, and not in newspaper.

General Manager(E&C)
M.P. Laghu Udyog Nigam Ltd.
Indore

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

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

2. General Quality of Work:

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

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

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

4. ONE BID PER BIDDER

4.1 The bidder can be an individual entity or a joint venture. The requirement of joint venture is given in the Bid Data Sheet.

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

5. Cost of Bidding

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

6. Site Visit and examination of works

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

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, bid data sheet with all Annexure
3. Conditions of Contract:

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

C. PREPARATION OF BID

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

12. **DOCUMENTS COMPRISING THE BID**

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

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

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

The above details are to be submitted online only.

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

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

13. **LANGUAGE**

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

14. **TECHNICAL PROPOSAL**

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

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

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

15. FINANCIAL BID

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

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

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

SUBMISSION OF BID

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

D. OPENING AND EVALUATION OF BID

19. PROCEDURE

- 19.1 Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 19.2 Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.
- 19.3 Envelope 'C' (Financial Bid) of bids shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
- 19.4 After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. Confidentiality

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

E. AWARD OF CONTRACT

21. Award of Contract

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

22. Performance Security

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

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

23. Signing of Contract Agreement

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

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

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

24. CORRUPT PRACTICES

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

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

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

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

[End of ITB]

Bid Data Sheet		
GENERAL		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	Office of The General Manager (E&C) MPLUN Ltd, Division-Indore
2	NIT No.	MPLUN/Const/EandC/Ind/2026/559 Dt. 27.05.2026
3	Date of NIT	27.05.2026
4	Bid document download available from date & time	28/05/2026 10:30 PM to 10/06/2026 17:30 PM
5	Website link	http:// www.mptenders.gov.in
SECTION 1 - NIT		
NIT CLAUSE	PARTICULARS	DATA
2	Portal Fees (also known as processing fee)	Through online E payment
3	Cost of Bid Document	Rs. 17,700/- including 18% GST.
	Cost of Bid Document Payable at	Through online E payment
	Cost of Bid Document In Favour of	General Manager (E&C) M.P.L.U.N. Ltd. DIVISION-INDORE.
4	Affidavit Format	As per 'Annexure- B'
5	Pre-qualifications required	Yes, As per Annexure C
6	Special Eligibility (if yes, prior permission of E-in-C required)	No
	If Yes, details	As per 'Annexure -D'
7	Key dates	As per 'Annexure -A'

Bid Data Sheet		
SECTION 2 - ITB		
ITB CLAUSE	PARTICULARS	DATA
1	Name of the 'Work'	External Electrification Work of 33 KVA Dedicated Feeder, Establishment of 33/11 KVA Substation, 11 KVA Over Head Line and LT Line Work at Industrial Area Village - Chhaktala, Tehsil - Sondwa, Distt. Alirajpur (M.P.)
2	Specifications & SOR	As per 'Annexure – E' (a) & (b) in addition to as below: (a) As per M.P.P.K.V.V.C.L. SOR 2024-25
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed.	NO
	If yes, requirement for Joint Venture	As per 'Annexure – G'
12	Envelope-A containing :- i. Organizational details as per 'Annexure H' ii. Cost of Bid Document iii. EMD iv. PAN NUMBER. v. GST REGISTRATON NUMBER. vi. EPF REGISTRATON vii. ESIC REGISTRATION viii. PWD REGISTRATION ix. An affidavit duly notarized as per 'Annexure- B' should reach in physical form in the office of :-	Submission Online Only.
14	Envelope-B Technical Proposal	As per 'Annexure - I' and Annexure - I (FormatI-1to I-5) Note: The technical evaluation will be done only on the basis of financial & physical experience details submitted in formats (I-1) &(I-2) requiring Annual Turn Over & Bid Capacity and Annexure-D Special Eligibility Criteria. Requirement as regard to Key technical personnel, key Lab equipments& construction requirement as per Formats I-3, I-4 & I-5 respectivaly shall not be part of technical evaluation. However the non compliance on these requirements during the currancy of the contract may attract penalties.
15	Envelope-C Financial Bid	As per 'Annexure - J '
	Materials to be issued by the department	As per 'Annexure - K'
16	Period of Validity of Bid	120 Days

Bid Data Sheet

ITB CLAUSE	PARTICULARS	DATA
17	Earnest Money Deposit	Rs. . 3,67,900/--
	Forms of Earnest Money Deposit	Through online E-payment/RTGS
	EMD valid for a period of	06 (Six Months)
	FDR must be drawn in favour of	General Manager, (E & C) M.P. Laghu Udyog Nigam Ltd. Division-Indore
21	Letter of Acceptance (LOA)	As per 'Annexure -L' (A formal work order on request of contractor may be issued.)
22	Amount of Performance Security	5% of Contract Amount.
	Additional Performance Security, if any	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and 10 percent (below/minus), considering bid rates less than Ten percent below PAC, to be unworkable and shall require additional performance security (guarantee). (Order No. F 53/02/2011/यो/19/524 Date 14.02.2025)(Attached at the end of Tender Documents) valid up to – Till stipulated time of completion plus three months (in the form of FDR Only)
	Performance Security in the format	As per 'Annexure- M-1'
	Performance Security in Favour of	G.M (E &C) MPLUN Ltd., INDORE
	Performance Security valid up to	Valid Contract Period (stipulated period of completion plus DLP) plus 3 months

KEY DATES

S no	Keys	Date	Time
01	Tender Publishing Date:-	27.05.2026	17:30 Hrs
02	Document Download/Sale Start Date:-	28.05.2026	10:30 Hrs
03	Bid Submission Start Date:-	29.05.2026	10:30 Hrs
04	Bid Submission Closing Date:-	10.06.2026	17:30 Hrs
05	Mandatory and Technical Proposal Open:- (PQ Envelope-A and B)	12.06.2026	11:00 Hrs
06	Commercial Bid Opening: The date and time would be communicated to the qualified bidders	-	-

|| AFFIDAVIT ||
(To be Contained in Envelope A)

(On Non Judicial Stamp of Rs. 200)

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

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

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

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

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

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

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

Signature with Seal of the Deponent (bidder)

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

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

- i. experience of having successfully executed:
 - a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or
 - b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or
 - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 5 financial years;
- (Similar works means External Electrification with 5 MVA Power Transformer works)
- ii. Average annual turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years.
- iii. Executed similar items of work in any one financial year during the last 5 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.
- iv. **Bid Capacity** – Bidder shall be allotted work up to his available Bid Capacity, which shall be worked out as given in format I-2 of Annexure I.

B. Physical

Physical qualifications for the work shall be as below

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. Erection of Steel Gates -

B. Construction of tunnel -

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

Specifications

- 1. Specifications for road and bridge works revision (v) MORTH**
- 2. Stipulation of M.P.P.W.D. Road & Bridge SOR 2025 for Road and Bridge work w.e.f. 11.04.2025 and its Adopted by MPLUN Dated 11.07.2025**
- 3. Stipulation of Rates Based on SOR of MPPWD Bhopal for Building works in force from 01-01-2024 is here by adopted by M.P. Laghu Udyog Nigam Ltd. Bhopal w.e.f. dated 01.04.2024.**
- 4. Stipulation of SOR for Electrical works (w.e.f.26.08.2017 and its amendments Issued up to date of N.I.T.**
- 5. As per M.P.P.K.V.V.C.L. SOR 2024-25**

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

PROCEDURE FOR PARTISIPATION IN E-TENDERING

1. Registration of Bidders on E-Tendering System:

All the PWD Registered Bidders are already registered on the new e-Procurement portal -
-----the user ID will be the contractor ID provided to them from MP
online. The password for the new portal has been sent to the bidders registered e-mail ID.

For more details may contract M/s T-----email ID: [-----](#)
[-----](#) helpdesk phone numbers are available on website.

2. Digital Certificates:

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

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

Note:

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

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

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

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

3. Set Up of Bidders' Computer System:

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

4. Key Dates:

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

5. Preparation and Submission of Bids:

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

6. Purchase of bid Documents:

For purchasing of the bid document bidders have to pay service charge online only. Which is Rs. (as per bid data sheet) cost of bid document is separately maintained in the detail NIT. The bid document shall be available for purchase to concerned eligible bidder

immediately after online release of the bid and upto scheduled date and time as set in the key dates. The payments for the cost of bid document shall be made online through Debit/Credit Card / Net-Banking or NEFT Challan Through the payment gateway provided on the portal.

7. Withdrawal Substitution and Modification of Bids:

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

Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- ## PARTICIPATION IN THE JOINT VENTURE

Page 24 of 110

Clarification:-

1. Annexure-G (Page 24) of the bid document describes the conditions and requirement to be applied/fulfilled in case of bidding by the joint venture (J.V.). For the purpose of evaluation of technical bid, it is hereby clarified that in addition to the conditions contained in Annexure-G of the bid document, the partners of J.V. should satisfy the qualification criteria as below:
 - a. The lead partner must have a share of not less than 51% in the J.V.
 - b. The other partner(s) must have a share of minimum 49% in the J.V.
 - c. The lead partner and the other partner(s) must have a share of 51% and 49% respectively in the J.V. and must satisfy all the qualification criteria except the requirement of work experience described in Annexure-1(A) (Page 24) of the bid document. Both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose the qualification of individual partner shall be added (for Annual Average Turn Over and Capacity only).
 - d. Following clarification / amendment is hereby done in requirement contained in Annexure-1(A) for J.V.
 - i. In case of one similar work of value more than 50% of PAC, at least 2 works must be done by lead partner and 1 (One) work to be done by other partner.
 - ii. In case of 2 similar works of value more than 30% of PAC, at least 1 (One) work must be done by lead partner and 1 (One) work to be done by other partner.
- OR
- iii. In case of one similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However the other partner must satisfy the criteria in (i) above i.e. at least one work of 20% of PAC.

ORGANIZATIONAL DETAILS
(To be contained in Envelope-A)

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

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

Signature of Bidder with Seal
Date: __

Envelope - B, Technical Proposal

Technical Proposal shall comprise the following documents:

S. No	Particulars	Details to be submitted
1	Experience - Financial &Physical	Annexure I (Format: 1-1)
2	Annual Turnover	Annexure - 1 (Format: 1-2)
3	List of technical personnel for the key positions	Annexure - 1 (Format: 1-3)
4	List of Key equipments/ machines for quality control labs	Annexure - 1 (Format: 1-4)
5	List of Key equipments/ machines for construction work	Annexure - 1 (Format: 1-5)

Note:

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

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:

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

To be filled in by the contractor:

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

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Employer's Name and Address
I	II	III	IV	V	VI

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

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

B. Physical Requirement:

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

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

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

Annexure – I(Format : I-2)

(See Clouse-14 of Section 2 – ITB)

ANNUAL TURN OVER

Requirement:

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

To be filled in by the contractor:

Financial Year	Payments received for contracts in progress or completed

Note:

- i. Annual turnover of construction should be certified by the Chartered Accountant.
- ii. Audited balance sheet including all related notes, and income statements for the above financial year 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 anyone year during
The last **five** years (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.

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

List Of Technical Personnel For The Key Positions

Minimum requirement							Available with the bidder						
S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience	S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience
1	Project Manager	1	B.E. Civil	less than 60Y ears	01 year	03 year							
2	Site Engineer	1	Diploma Civil	less than 50Y ears	03 year	03 year							
3	Plant Engineer	1	B.E. Civil	less than 60Y ears	01 year	03 year							
4	Quantity Surveyor	1	B.E. Civil	less than 50Y ears	01 year	03 year							
5	Soil & Material Engineer	1	B.E. Civil	less than 60Y ears	01 year	03 year							
6	Supervisor	1	10+2	less than 50Y ears	03 year	03 year							
7													
8													

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

Annexure – I(Format : I-4)

(See Clouse-14 of Section 2 – ITB and clause 6 of GCC)

List Of Key Equipments/ Machines For Quality Control Labs

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

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

Annexure – I(Format : I-5)

(See Clouse-14 of Section 2 – ITB)

List of Key Equipments Machines for Construction Work

Minimum requirement			Available with the bidder		
S.No.	Name of Equipment/ Machinery	Quantity	S. No.	Name of Equipment/ Machinery	Quantity
1	Tipper Trucks	1			
2	Motor Grader	1			
3	Dozer	1			
4	Front end Loader	1			
5	Smooth Wheeled roller	1			
6	Vibratory Roller	1			
7	Hot mix plant with electronic control	-			
8	Paver finisher with electronic sensor	1			
9	Water tanker	1			
10	Bitumen Sprayer	-			
11	Tandem Roller	-			
12	Concrete mixer with Integral weigh Batching facility	1			
13	Slip Form Paverwith Sensor	1			
14	Concrete batching and mixing plant with automatic control (minimum 100 cum/hour)	1			
15	Pneumatictype roller	1			
16	Batch Mixing plant with electronic controls (series minimum 100-120 TPH capacity as required)	1			
	Total	-			

....

Note.

1. The Bidder has to either provide evidence of owning the equipments or of having made lease arrangements for employing the required equipments as listed in the table above. Bidders can also give an undertaking that in case he is awarded the work, he shall make suitable arrangement for providing these equipments, prior to signing the agreement
2. It is clarified that the minimum requirement is a mandatory requirement and part of technical bid, but the pre qualification not to be done on the basis of this criteria.

FINANCIAL BID

(To be Contained in Envelop-C)

NAME OF WORK :- External Electrification Work of 33 KVA Dedicated Feeder, Establishment of 33/11 KVA Substation, 11 KVA Over Head Line and LT Line Work at Industrial Area Village - Chhaktala, Tehsil - Sondwa, Distt. Alirajpur (M.P.)

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

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

Note:

- i. *Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.*
- j. *ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- k. *iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive. 1*
- l. *iv. All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.*

Signature of Bidder

Name of Bidder

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

Signature of Officer by whom accepted

MATERIALS TO BE ISSUED BY THE DEPARTMENT

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

LETTER OF ACCEPTANCE

No. _____

Dated

To,

M/s..... _

(Name and address of the contractor)

Subject: _____

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

-x0x-

Dear Sir (s),

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

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

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

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

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

Yours Faithfully

General Manager

BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are:

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

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the GENERAL MANAGER(E&C) during the period of Bid validity

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

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

We undertake to pay to the (GENERAL MANAGER(E&C)) up to the above amount upon receipt of his first written demand, without the (GENERAL MANAGER(E&C)) having to substantiate his demand, provided that in his demand of (GENERAL MANAGER(E&C)) will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

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

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

(Signature, name and address)

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Bid Data Sheet at reference 17.

** EMD should be valid for a period of Six Months of more.

PERFORMANCE SECURITY**To**

..... [name of Employer]

..... [address of Employer]

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

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

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

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

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

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

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

Signature, Name and Seal of the guarantor

Name of Bank

Address

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

Date

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

SECTION 3

Conditions of Contract Part – I General Conditions of Contract

Table of Clauses GCC

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

A. General

1. DEFINITIONS

- 1.1. **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. **Chief Engineer:** means Chief General Manager (E/C) MPLUN Ltd.
- 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. M.P. Laghu Udyog Nigam Ltd., Water Resources Department, M. P. LAGHU UDYOG NIGAM LIMITED, 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. **Superintending Engineer:** means Dy. Chief General Manager (E/C) of MPLUNLtd.
- 1.22. **Stipulated period of completion:** means the period in which the Contractor is required to complete the work. The stipulated period is specified in the **Contract Data**.
- 1.23. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.24. **Start Date:** means the date of signing of agreement for the work.
- 1.25. **Sub-Contractor:** means a person or corporate body who has a Contract with the Contractor, duly authorized to carry out a part of the construction work under the Contract.

- 1.26. **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.27. **Tender/Bid, Tenderer/Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.28. **Variation:** means any change in the work which is instructed or approved as variation under this contract.
- 1.29. **Work:** The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional
- 1.30.

2.2 Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

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

5. Subcontracting

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

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

6. Personnel

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

7. Force Majeure

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

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

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

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (IV) 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 and/or information submitted by the contractor shall be the responsibility of the Contractor alone.

9. Liability for Accidents to Person

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

10. Contractor to Construct the Works

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

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

10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools and implements, and generally of all means used for the fulfillment of this contract whether such means may or may not be approved or recommended by the Engineer.

11. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall

notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

12. Dispute Resolution System

12.1 No dispute can be raised except before the Competent Authority as defined in Contract Data in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

12.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised

after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.

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

12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract Data. The Appellate Authority shall decide the dispute within 45 days.

12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh *Madhyastham Adhikaran Adhiniyam, 1983*.

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

B. Time Control

13. Programme

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

13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery

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

14. Extension of Time

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

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

15. Compensation for delay

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

16. Contractor's quoted percentage

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

17. Tests

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

18. Correction of Defects noticed during the Defect Liability Period

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

D. Cost Control

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

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

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

20. Extra items

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

21. Payments for Variations and / or Extra Quantities

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

- a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
- b. If the item is not in the priced BOO and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
- c. If the rates for the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOO) for the work.
- d. If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule o Rates minus/plus the percentage quoted by the contractor.
- e. If rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

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

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

22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.

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

23. No Interest Payable

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

24 Recovery from Contractors

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

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

25. Tax

25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the commercial tax and other levies, duties, cases, toll, taxes of Central and State Governments, local bodies and authorities.

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

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

26. Check Measurements

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

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

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

27. Termination by Engineer in Charge

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

28. Payment upon Termination

- 28.1 If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for The value of the work done less Advance Payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract Data.
- (As per Amended vide Govt. memo No.F-53/ 16/2012/19/Y/6842 dt. 2.11.15)**
- 28.2 Payment on termination under clause 27.4 above-
If the Contract is terminated under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the

Works, and the Contractor's costs of protecting and securing the Works and less

advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

29. Performance Security

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

30. Security Deposit-

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

exceed the percentage of Contract Price specified in the Contract Data.

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

- 30.3 **The Security deposits shall be refunded of completion of defect liability period. The additional performance security shall be refunded on satisfactory completion of the work.**

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

31. Price Adjustment

- 31.1** 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.

- (a) The price adjustment shall apply for the work done from the start date given in the contract data upto the end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustable shall be determined during each month from the formula given in the contract data.
- (c) Following expression and meaning are assigned to the work done during each month:

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

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

- 31.2** To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the

contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

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

32. Mobilization and Construction Machinery Advance

- 32.1 Payment of advances shall be applicable if provided in the Contract Data.
- 32.2 If applicable, the Engineer in Charge shall make interest bearing advance payment to the contractor of the amounts stated in the Contract Data, against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/ scheduled banks, in the name as stated in the Contract Data, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.
- 32.3 The rate of interest chargeable shall be as per Contract Data.
- 32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.
- 32.5 The advance payment shall be recovered as stated in the Contract Data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. Secured Advance

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

34. Payment Certificates

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

- (a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer-in-charge.
- (d) The value of work executed shall comprise the value of the quantities of

- the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- (g) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h) Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- (i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

E. Finishing the Contract

35. Completion Certificate

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

36. Final Account

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

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

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

Engineer may require.

39. Compliance with Labour Regulations

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

40. Audit and Technical Examination

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

41. Death or Permanent Invalidity of Contractor

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

42. Jurisdiction

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

[End of GCC]

Contract Data Sheet

A.

GCC Clause	Particulars	Data
1.14	Employer	M.P. LAGHU UDYOG NIGAM LTD. INDORE
1.15	Engineer	GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. INDORE
1.16	Engineer-in-Charge	GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. INDORE
1.22	Stipulated Period of Completion	12 Months, Including rainy season. (period is always excluding rainy season, unless mentioned otherwise)
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.	GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. INDORE email:-indorecivil@gmail.com
5	Subcontracting permitted for the Contract Value	Not applicable.
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical Personnel not employed	Rs Thirty thousand per month for each Graduate Engineer and Rs. Eighteen thousand per month for each Diploma Engineer/ITI Surveyor
10	Specifications	As per 'Annexure - E'
	Drawings	As per 'Annexure - N'
12	Competent Authority for deciding dispute under Dispute Resolution System	CHIEF GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. BHOPAL
	Appellate Authority for deciding dispute under Dispute Resolution System	MANAGING DIRECTOR, M.P. LAGHU UDYOG NIGAM LTD. BHOPAL
13	Period for submission of updated construction program	Fortnightly from date of commencement.
	Amount to be withheld for not submitting construction program in the prescribed period	Rs. 10,000/- Per fortnight.
14	Competent Authority for granting Time Extension	CHIEF GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. BHOPAL.
15	Milestones laid down for the contract	YES
	If Yes, details of Milestones	As per 'Annexure - O' or as below, if not mentioned in Annexure -O: Mile Stone 1:- 1/8th of the whole work before 1/4th of the whole time allowed has elapsed, Mile Stone 2:- 3/8th of the whole work before 1/2th of the whole time allowed has elapsed

GCC Clause	Particulars		Data
			Mile Stone 3:- 3/4th of the whole work before 3/4th of the whole time allowed has elapsed Mile Stone 4:- complete work within the stipulated time
	Liquidated damage		As per 'Annexure - P'
17	List of equipment for lab		As per 'Annexure - Q'
	Time to establish lab		30 days from date of signing of the Agreement
	Penalty for not establishing field Laboratory		Rs. 10,000/- Per fortnight.
18	Defect Liability Period		As below: (A) For Road work:- (i) For New Road (Bituminous) Construction along with granular crust (including strengthening) : - 5 years ; (ii) For New Road (Concrete) Construction (including strengthening) : - 5 years; (iii) For Renewal with BT layer equal to or less than 30 mm thickness: - 3 years; (iv) For Renewal with BT layer more than 30 mm thick : 5 years (B) For Bridge works - 3 years to execute, complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issuance of physical completion certificate as per "Annexure-U" (C) For Building works - 3 years (D) For Road Maintenance – 1 year (The work of strengthening and renewal shall not be treated as road maintenance work) (E) For Building Maintenance works – 1 year (Except for water proofing works and the works in which specific guarantee period is mentioned). (F) For External Electrification Works – 2 year Note: in accordance with clause 18 the defects observed in the works during the Defect Liability Period shall be intimated by the Engineer-in- Charge to the contractor and the contractor shall rectify the defects promptly. In case the defects are not removed in reasonable time, the same can be got done by the Engineer-in-Charge by way of - (a) deploying departmental labour and material or (b) engaging a contractor by issuing a work order at contract rate/SOR rate or (c) sanctioning supplementary work in a existing agreement to a contractor for zonal works or other similar work or (d) inviting open tender or

GCC Clause	Particulars		Data
			(e) combination of above The Engineer-in-Charge shall assess the cost of such rectification which shall be recoverable from the contractor from his Performance Security or any amount due or that may become due to him and from other available securities. If this amount is not sufficient to meet the expenses incurred on rectification, the balance amount may be recovered as Land Revenue Arrears as per MPLRC.
25	Taxes		The rate quoted by the contractor shall be exclusive of the GST but inclusive of all other levies, duties, cess, toll, taxes of Central and State Government, Local bodies and authorities. GST shall be paid by the MPLUN at the time of bill raising rate prevailing, Apart from GST, all other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities shall be borne by the contractor and payable by the contractor. It is deemed to be included in the financial offer submitted by the contractor that apart from GST, all other taxes are included in the financial offer. केन्द्र सरकार, राज्य सरकार तथा म० प्र० लघु उद्योग निगम द्वारा प्रकरण में गुण-दोष के आधार पर जो भी निर्देश संशोधित किये जायेंगे, वह निविदा कर्ता पर मान्य होंगे। Contractor shall produce the proof of deposit of GST. to Govt. paid by the MPLUN against the bill. Next payment of bill shall only be payable after due verification of GST. payment to Govt. verified by G.M. of concerned Division.
21	Competent Authority for determining the rate		CHIEF GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. BHOPAL
27	Any other condition for breach of contract		Yes as below: If the contractor fails to achieve 50% financial progress in any milestone and /or fails to achieve 75% financial progress in two consecutive mile stones
28	Penalty		(a) Penalty shall include for forfeiture of Security deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the Employers additional cost for completing the works which shall be 20 percent and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher (Amended vide Govt. memo No.F-53/16/2012/19/यो/6842 dt. 2.11.15)
29	Performance guarantee (Security) shall be valid up to		Defect liability period + 3 Months

GCC Clause	Particulars		Data
30.1	Security Deposit to be deducted from each running bill		At the rate of 5% of Gross Amount of Running Bill
30.2	Maximum limit of deduction of Security Deposit		Up to 5% of Final Contract Amount.
30.3	Refund of Security Deposit		The total Security Deposit deducted from the running bills shall be refunded (equivalent FDR released) only after the completion of the Performance Guarantee Period/Extended Performance Guarantee period, if any.
22	Performance Security valid up to		As provided in the Bid Data Sheet.
31	Clause 31 Price adjustment shall be applicable		Not applicable
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable		No Mobilization and Construction Machinery Advance Payable
	Clause 32.2 If yes, Unconditional Bank Guarantee		Not Applicable
	Clause 32.3 If yes, Rate of interest chargeable on advances		Not Applicable
	Clause 32.4 If yes, Type & Amount of Advance payment that can be paid		Not Applicable
	Clause 32.5 If yes, Recovery of advance payment		Not Applicable
33	Clause 33.1 Secured Advance Applicable		Not Applicable
	Clause 33.2 if yes, Unconditional Bank Guarantee		Not Applicable
	Clause 33.2 if yes, Amount of Secured Advance		Not Applicable
	Clause 33.3 if yes, Conditions for secured advance		Not Applicable
	Clause 33.4 if yes, Recovery of Secured advance		Not Applicable
35	Completion Certificate – after physical completion of the Work		As per 'Annexure - U'
	Final Completion Certificate – after final payment on completion of the Work		As per 'Annexure- V'
36	Competent Authority		CHIEF GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. BHOPAL.
39	Salient features of some of the major labour laws that are applicable		As per 'Annexure-W'
41	Competent Authority		CHIEF GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. BHOPAL.

Annexure – N

(See Clause-10 of Section 3 – GCC)

DRAWING

List of Drawing :-

Annexure – O

(See Clause-15 of Section 3 – GCC)

DETAILS OF MILESTONES

.....NA.....

Compensation for Delay

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

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

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

LIST OF EQUIPMENT FOR QUALITY CONTROL AB

As per Format I-4

Annexure- R PRICE ADJUSTMENT

[Cl. 31 of Section 3- GCC]

The formula for adjustment of prices are :

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

Adjustment for Labour Component

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

$$V_L = 0.85 \times P_1 / 100 \times R (L_i - L_o) / L_o$$

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

$L_o =$ the consumer price index for industrial workers for the State on 28 days preceding the date of opening of Technical Bids as published by Labour Bureau, Ministry of Labour, Government of India.

$L_i =$ the consumer price index for industrial workers for the State for the month under consideration as published by Labour Bureau, Ministry of Labour component of the work.

$P_1 =$ Percentage of Labour component of the work.

Adjustment for Cement Component

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

$$V_C = 0.85 \times P_c / 100 \times R \times (C_1 - C_o) / C_o$$

$V_c =$ increase or decrease in the cost of work during the month under Consideration due to changes in rates for cement.

$C_o =$ The all India wholesale price index for Pozzolana Cement on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

$C_1 =$ The all India average wholesale price index for cement for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

$P_c =$ Percentage of cement component of the work.

Adjustment of Steel Component

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

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

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

$S_0 =$ The all India wholesale price index for mild steel long products / flats on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

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

$P_s =$ Percentage of steel component of the work.

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

Adjustment of Bitumen Component

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

$$V_b = 0.85x P_b / 100xRx(B_i - B_o) / B_o$$

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

B_o = The official retail price of bitumen at the IOC depot nearest to the work site on the day 28 days prior to the date of opening of Technical Bids.

B_i = The official retail price of bitumen at the IOC depot nearest to the work site for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (Fuel and Lubricant) Component

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

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

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

F_o = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC nearest to the work site on the day 28 days prior to the date of opening of Technical Bids.

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

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

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

Adjustment for Plant and Machinery Spares component

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

$$V_p = 0.85x P_p / 100xRx(P_i - P_o) / P_o$$

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

P_o = The all India wholesale price index for manufacturer of machines for mining / quarrying and construction on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

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

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

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

Adjustment of Other Materials Component

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

$$V_m = 0.85x P_m / 100xRx(M_i - M_o) / M_o$$

- V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, Steel, Bitumen and POL.
- M_o = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Technical Bids, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.
- M_i = The all India wholesale price index(all commodities) for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.
- P_m = Percentage of local material component (other than Cement, Steel, Bitumen and POL) of the work. Plant and Machinery spares component of the work.

**(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1154
bhopal dated 23-3-2018)**

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

S.No.	Component	Nature of Work			
		B.T. Road Construction	B.T. Renewal	Rigid Pavement Construction	Bridge Works
1	2	3	4	5	6
1	Labour component- P_l	10%	10%	10%	20%
2	Cement component - P_c	5%	0%	23%	15%
3	Steel component - P_s	5%	0%	12%	20%
4	Bitumen component- P_b	20%	30%	0%	0%
5	POL component - P_f	10%	10%	10%	10%
6	Plant & Machinery Spares component - P_p	5%	5%	5%	5%
7	Other Materials component- P_m	45%	45%	40%	30%

Note: Ordinarily the 7 components shown above are components of the civil works. However for specific works in which some components not included in the aforementioned 7 components, form a substantial part of the works the same can be provided using similar formula and related indices. In all cases the sum total of percentage of different components shall be 100%.

**(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1314
bhopal dated 28-3-2018)**

Bank Guarantee Form for Mobilization and Construction Machinery Advance

To,

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

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

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

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

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

Yours truly,

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

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

Bank Guarantee Form for Secured Advance

INDENTURE FOR SECURED ADVANCES

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

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

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

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

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

- (1) the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials 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 property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.

- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be re-payable 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

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

GENERAL MANAGER (E&C)
M.P. LAGHU UDYOG NIGAM LTD.
INDORE

Annexure - V

(See clause 35 of Section 3 -GCC)

Final Completion Certificate

Name of Work:

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

Agreement No : Date

Amount of Contract Rs.....

Name of Agency:

Used M B No.....

Last measurement recorded

a. Page No.& MB No.

b. Date

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

Agreement amount Rs.....

Final Amount paid to contractor Rs.....

Incumbency of officers for the work

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

Date of issue

GENERAL MANAGER (E&C)
M.P. LAGHU UDYOG NIGAM LTD.
INDORE

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE

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

illegal and what are the requirements for laying off or retrenching the employees or Closing down the establishment.

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

SECTION 3
Conditions of Contract
Special Conditions of Contract [SCC] {English}

1. General:

- 1.1 Subject to the nomenclature of the item and the specifications indicated hereafter, the work, in general, shall be carried out in accordance with the MORT & H Rev 5, MPPWD SOR for Road & Bridge works inforce from 11.04.2025, MPPWDSOR for Building works inforce from 01-01-2024 and PHESOR for Water Supply, Sewerage works inforce from 01.09.2023 UADD 2-08-2021 and MPPWD Electrical SOR inforce from 01-01-2024, MPMKVCL/MPPKVCL for External Electrical works 2024-25, UADD 2-08-2021 with amended correction slip up to the date of issue of NIT. CPWD Specifications and National Building Code of India read with correction slips issued up to the date of issue of NIT and relevant IS Codes.
- 1.2 Wherever reference to any Indian standard specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of issue of NIT.
- 1.3 The discrepancy in the drawings issued, if any, shall be brought to the notice of Engineer-in-Charge and architect for immediate decision before execution of the work. The contractor alone, shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous information and no claim whatsoever, shall be entertained on this account.
- 1.4 The bid drawings attached with the Tender are tentative and subject to changes as per site conditions during execution. The bidder shall not have any claim whatsoever on account of such changes at later stage during execution shall supersede the relevant clauses of NIT, conditions of contract and relevant conditions of SOR'S.
- 1.5 The drawings of certain items as specified by MPLUN/Consultant shall serve as G.A. drawings for general layout. The Contractor has to submit Designs, detailed drawings, profiles and working sections @ 20 m interval wherever required, shop drawings, fabrication drawings based on the general arrangement drawings / guidelines as per the relevant Standards, specifications, BOQ, site conditions, rules & laws for Road work, Bridge works, Storm Water Drain work, Sewerage work, water supply, STP, Intake well, WTP, OHT, , Sump well , Culverts, Electrical work, Building work, landscaping and other activities and will submit to EIC/ Consultant for scrutiny/approval before starting the work. After scrutiny/approval contractor shall make the requisite changes as suggested by consultant, and submit the corrected drawings in six copies, which will be returned to him for execution duly signed by EIC& Consultant. No extra cost shall be given for this to the contractor. The contractor will have to get approval of his designs from Govt. Engineering College/IIT/NIT, as instructed by EIC, at his own cost. The approval shall not alter the Contractor's responsibility for correct design of the both Temporary and Permanent Works.
- 1.6 In the event of any difference or discrepancy in the description of any item or its specifications, the same shall be resolved in the following sequence and decision of the Engineer-in-charge shall be conclusive, final and binding on the contractor:
 - a) Special condition of contract.
 - b) The nomenclature of the item.
 - c) Drawings & Specifications given in drawings, note and as directed by EIC during the course of execution.
 - d) MPPWDSOR for Road & Bridge works inforce from 11.04.2025, MPPWDSOR for Building works inforce from 01-01-2024 and PHESOR for Water Supply, Sewerage works inforce

from 01.09.2023UADD 2-08-2021 and MPPWD Electrical SOR inforce from 01-01-2024, MPMKVCL/MPPKVCL for External Electrical works 2024-25, UADD 2-08-2021 with amended correction slip up to the date of issue of NIT.

- e) The specifications given in to the tender documents
- f) In case, it is not possible to resolve the issue with the help of tender documents, the provisions of relevant IS Codes shall be relied upon.
- g) In case, it is not possible to resolve issue with the help of any of the above stated documents, the decision and directions of the Engineer-in-charge shall be followed for execution and completion of any item of work.
- 1.7 The tenderer shall acquaint himself with the proposed site of work, its sub soil strata, soil investigating reports, underground water tables and its approach roads before quoting his rates. The construction of new approach road or repair of the existing approach and its maintenance during the execution of the work shall all be carried out by the contractor and nothing extra shall be payable over his quoted rates.
- 1.8 The schedule of quantities annexed with the tender, generally represents the work. However, MPLUN Ltd. reserves the right to completely omit any item, add any item and the variance in the quantity of different items can be to any extent. No claim of contractor(s) will be entertained on this account.
- 1.9 *Bid shall be opened in order of their listing in NIT. In case of bidder's participation in multiple tenders listed in one NIT, his bid capacity shall be considered exhausted, if found L-1 in the order of tenders opened. Soon after bid capacity of a bidder has exhausted his next bid shall not be opened.*

2. Execution of Agreement:

- a)The bidder whose tender has been accepted hereinafter referred to as the contractor, will execute the agreement in the prescribed form within 15 days of the date of communication of the acceptance of his tender by competent authority. Failure to do so will result in the earnest money being forfeited to Authority and tender being cancelled.
- b) If the contractor fails to execute the agreement within the time prescribed in the N.I.T. or abandons the work after executing the agreement, he shall not be issued any tender form in this Corporation for a period of 2 (Two) years and action for deregistration, degradation, suspension of registration, black listing etc. as per prevalent government norms shall be initiated.
- c) If the contractor fails to execute the agreement within the time prescribed in the N.I.T., the contractor shall be liable to make payments of Fee/Charges due to the SQC/PMC consultant for the extended time period beyond stipulated time period prescribed in NIT.
- 3. MPLUN shall give possession of the Site to the Contractor. The Contractor shall be responsible to co- ordinate with the Service Provider/Concerned Authorities for cutting of trees, shifting of utilities, Removal of Encroachments, Obtaining all required permission etc. and making the site unencumbered from the project construction area required for completion of the Work. This would include initial and frequent follow up meetings/actions/discussions with each involved service provider/concerned authorities. The Contractor will not be entitled for any additional compensation for delay in cutting of Trees, Shifting of utilities and removal of Encroachments by the service provider/concerned authorities. The Engineer-in-charge shall consider extension of time in case delay is not attributed to contractor. Statutory Charges if any; for cutting of trees and shifting of utilities as required by concerned department shall be made by MPLUN Ltd.
- 4. MPLUN shall give possession of the site to the Contractor as per availability and If for

any reasons, any part of the site is not available temporarily for some time, the agreed construction schedule shall be suitably modified and contractor shall diligently divert their men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him:

- a) On account of delay in commencing the work by the contractor
 - b) On account of reduction in the scope of work.
 - c) On account of suspension of work or abandoned after award of work.
5. MPLUN reserves the right to change the location of the site, if any site is not available for construction anywhere in Industrial Region area and surroundings in one or more locations and the contractor will be bound to execute the project on the given changed locations at the same quoted rates. In case of delay in handover of land if any, time extension shall be suitable accorded. No claim whatsoever of contractor will be entertained on this account.
 6. MPLUN Ltd. has engaged the services of a Project Management Consultant for supervision and quality control of the proposed works. The contractor shall make available to the consultant full access to the site of work, quarries and the site testing laboratory for supervision and testing. All views, opinion & instructions as given by the consultant shall be followed in full. The consultant may also independently carry out testing of materials and finished items at the cost of the contractor, which shall be binding to the contractor. In case of any difference of opinion the decision of the Engineer-in-Charge shall be final.
 7. The contractor shall submit the detailed Work Plan, showing the various tasks to be performed in the order of their occurrence with in maximum 21 (Twenty-One) days from the issue date of letter of acceptance for approval.

Contractor during the construction period is required to resubmit the Work Plan and Schedule keeping track of the actual site progress for ease of monitoring the progress on regular basis at every Three Months (Quarterly) to the Engineer-In-Charge & Consultant. Non submission of the updated program will cause withheld of amount specified in contract data.

The work plan should comprise details of deployment of Work force, equipment and procurement of material. MPLUN/Consultant reserves the right to alter the work plan at any during course of construction looking to the priority and the same shall be binding on the contractor.

8. The contractor shall make his own arrangement for water required for construction which is suitable as per norms. The water for construction work shall be got tested quarterly from the laboratory approved by the Engineer-in-charge to ensure its suitability for construction. The charges for these tests and related arrangements shall be borne by the Contractor. In the event of water being found unsuitable for construction, the contractor shall make alternative arrangement for suitable water from any other source to the satisfaction of the Engineer-in-charge. However, the contractor shall not be paid extra on this account.
9. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account.
10. The contractor shall procure minimum 43 grade (conforming to IS:8112) Ordinary Portland Cement only as required for the work from the reputed manufacturers of

cement, like A.C.C., Ultra tech, J.K., Ambuja, Lafarge, Shree or Birla, Wonder etc as approved by EIC/consultant. Contractor has to submit copy of invoice and Manufacturing testing report at every lot/bulker. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge/Consultant and get tested in accordance with provisions of relevant IS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant IS codes, the same shall stand rejected and shall be removed from the site by the contractor at his cost within a week's time of the written order from the Engineer-in-charge to do so.

- a) The cement shall be brought at site in not less than 25 tons lots or as decided by the Engineer-in-charge/Consultant.
 - b) The cement storeroom shall have a minimum capacity as directed by Engineer-in-charge. The store should be constructed by the contractor at site of work for which no extra payment shall be made. The contractor shall be responsible for the watch and ward and safety of the cement store room. The contractor shall facilitate the inspection of the cement store room by the Engineer-in-charge at any time.
 - c) The contractor shall provide free of charge the cement and other material required for testing. The cost of tests shall be borne by the contractor.
 - d) The actual issue and consumption of cement on work shall be regulated and proper accounts should be maintained. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein.
 - e) Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge at any time.
 - f) The contractor shall submit copy of purchase invoice and Manufacturing testing report of each lot procured at the site before its use.
11. The contractor shall procure steel reinforcement bars TMT-FE-500 only (Thermo-Mechanically Treated bars) conforming to relevant IS codes from Primary Manufacturers SAIL, TISCO, VAIZAG, RINL, ESSAR & JINDAL etc. Structural steel of primary producer only shall be permitted for use. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and tested by the Engineer-in-charge as per the provision in this regard in relevant IS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from the written orders from the Engineer-in-charge to do so. The cost of steel, testing charges and to & fro cartage shall be borne by the contractor.
- a) The steel reinforcement shall be stored by the contractor at site of work in such a way so as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time as and when desired by the Engineer-in-charge / Consultant.
 - b) The contractor shall supply free of charge the steel required for testing.
 - c) The actual issue and consumption of steel on work site shall be calculated and proper accounts shall be maintained. The theoretical consumption of steel shall be worked out as per the standard procedure and shall be governed by conditions laid therein.
 - d) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.
 - e) The contractor shall submit copy of purchase invoice and Manufacturing testing report of each lot procured at the site before its use.
12. The contractor shall conduct & submit mix design for RCC, PQC and DLC etc as per

MORT&H requirement for approval before execution of work as per relevant specifications and approved by an institution or laboratory approved by Engineer-In-Charge / Consultant at his own cost.

13. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Owner's property and to the work for which the payment has been advanced to him under the contract. This will also cover the defect liability period. The contractor has to maintain complete Insurance coverage of works. Nothing extra on this account shall be payable to the contractor for maintaining such Insurance Policy.
14. The Contractor(s) will have to keep on site complete survey instruments as instructed by Engineer-In-Charge/Consultant, for which no extra payment will be made.
15. The Contractor shall conduct detailed physical survey, Total Station survey of the site and adjoining areas all complete, including, Bench Marking Pillars, DTM, GTS Bench Triangulation, 3d-Polylines, etc., as per IRC-SP-19, IRC-5 and MORT&H specifications. The contractor shall get the methodology and output model approved by the Consultant. The survey shall include validation wherever required. The contractor shall use Digital GPS; Total Station based Method for layout of Proposed Design, Services and Features at site and as per approved Design and Drawings. The contractor shall mark alignment of the road and layout of other components at site in coordination with MPLUN & consultant.
16. The contractor shall take photographs / videos/Drone shooting of site prior to commencement of work and periodically every month during construction and after completion of work as suggested and shall submit the photographs / videos in soft and hard copies to MPLUN and Consultant for which no extra payment will be made. The contractor shall, apart from the above, take photographs or digital videos of critical elements as instructed by Engineer-in-Charge and submit the same for which no extra shall be payable.
17. The Contractor shall conduct survey and detailed soil investigation wherever required and submit Test reports, Design Calculations, Specifications and Drawings showing the Proposed Works such as Road work, building work, overhead tank, sump, culvert etc. (both Temporary and Permanent) to the EIC/ Consultant for approval.
18. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. The figures in the drawing shall be followed.
19. The contractor shall make available samples of all Materials etc. of all makes intended to be used at site, for the approval of Engineer In charge. A room of appropriate size should be constructed by contractor at his own cost where samples of all approved material should be displayed and to be maintained till the completion of the project.
20. Contractor at his own cost (no extra payment shall be made by MPLUN Ltd. for setting the laboratory) shall have to install and maintain at work site a well – equipped Field Laboratory with calibrated instruments done as required in codes, for day-to-day testing of materials and quality of work along with experienced & technically qualified testing staff. Contractor shall also keep all relevant Codes at Site Laboratory. The structures and equipment shall be removed on the completion of works at contractor's own cost.

The cost of materials consumed on testing either at field or in different laboratories and the cost of testing will not be paid. All the records of tests carried out shall be maintained at site by the contractor and shall be available at all times for inspection.

21. Frequencies of the prescribed tests to be carried out must not be less than the prescribed frequencies in MORT & H 5Th revision, CPWD specification, National Building code,

relevant IS / IRC codes and as specified in Applicable SORs. Copies of Registers containing record of such tests shall have to be presented along with running bill. Test shall have to be conducted by the contractor's Engineer under the supervision of the Engineer - In - Charge or his authorized representatives.

22. The contractor shall be required to get all the necessary mandatory and other tests as per the specification /IS codes, carried out on material/work from an approved laboratory as per the direction of the EIC.
23. Contractor shall conduct at least 20% of material testing from Govt. Engineering College/ Govt. agency/ National Accreditation Board for Testing and Calibrating Laboratories (NABL) accredited testing laboratory as approved by EIC/consultant to check the quality of materials procured by the contractor at site and to check the quality of the work executed. All charges for testing shall be paid by the contractor, failing which the same shall be got done by Engineer-In-Charge and charges shall be recovered from the contractor's bill at double the rates charged by the testing agency.
24. If required and directed by Engineer In-charge, contractor shall arrange visit of his personnel comprising of Engineer In-charge, Consultant's representative to various places/plants in or outside of the work to check and verify quality of material at manufacturers place. No extra cost shall be payable for this to contractor.
25. The quantities of any item in the Bill of Quantities approximately indicate the total extent of work, which may vary to any extent and may even, be omitted thus altering the aggregate value of contract.
26. Contractor has to appoint sufficient number of technical staff (as per Schedule- I) i/c Senior experienced supervision Engineers & technically trained staff, Security Personal, Safety engineer etc as per the instruction and approval of Engineer-In-Charge / Consultant. Contractor should take approval of CV's of key personnel from Engineer In charge. If contractor fails to deploy the technical staff as per schedule "I", an amount as shown in Contract Data shall be deducted from his running bill.
27. The Contractor shall construct and maintain such store houses, yards etc. as considered sufficient by the Engineer-In-Charge for proper up keep of the Material, Plant and Machinery and records for due discharge of contractors Obligations towards the Contract. Space for these works will have to be made available by contractor himself as per his own convenience at his own costs. Engineer-In- Charge/Consultants will be provided free access to these premises. The site handed over to the contractor will have to be vacated in the same condition within 3 (three) months of the completion of the contract.
28. The contractor shall not be provided any storage/ office space for his use. The space has to be constructed/ maintained by the contractor as per his usage requirements. The contractor shall arrange to provide site office accommodation an appropriate location for MPLUN and Consultants, along with all required good quality office furniture, as per the requirement and as directed by Engineer-in-Charge for which no extra payment will be made.

All spaces allotted to the contractor as described above shall be vacated and all structures shall be removed from site at any time as and when required and directed by the Engineer-in- Charge unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and Clean- up the site to the satisfaction of the Engineer-in-charge.

It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the

contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.

29. It will be the responsibility of the contractor to make necessary temporary arrangements for sufficient illumination of road being used by the road users during the period of the work at his cost. Contractor will also make adequate arrangements for illumination of work sites at his cost.

No Claims whatsoever on grounds of delay in getting the temporary connections shall be admissible towards any extra payment.

30. Either the Engineer-In-Charge/Consultants may require the Contractor to attend a management meeting, which shall be held once every month or whenever specifically required. The business of a management meeting shall be to review the plans for remaining work, any clarification/any doubt and to deal with matters raised in accordance with the early warning procedure.
31. The contractor shall maintain a SITE ORDER BOOK (issued by Employer) at the site of work. As far as possible all orders regarding the works are to be entered in the book. The following officials during inspection, shall record their observations in it.
- i. CGM (E/c) DY CGM (E/c) / GM (E/c) MPLUN.
 - ii. Engineer-In-Charge of MPLUN.
 - iii. Consultant and their Authorized Representative.
 - iv. Any other Senior Official.

The departmental officials in direct charge of the work & the contractor or his representative shall signall entries there in.

32. The Site Order Book shall not be removed from site. The contractor or his representative shall be bound to take note of all instructions meant for the contractor as entered in the Site Order Book, without having to be called for separately to note them. The Contractor will ensure compliance of the observations noted in the site order book and shall submit compliance report along with remarks of Site Order Book to the Engineer-In-Charge & Consultant.
33. The Works are liable for inspection/checking by CTE (Chief Technical Examiner or any other Authority from concerned State Government Departments. Any defects pointed out by CTE or any other Authority mentioned above shall have to be made good by the contractor at his cost.
34. All serviceable material obtained from excavation shall be the property of MPLUN Ltd. Contractor should deposit the same in MPLUN Ltd. Store at his own cost.
35. The bidder shall be deemed to have allowed in his price bid for provision of final removal of all temporary works of whatsoever nature and cost of maintenance during defect liability period of three years and five years for remaining works (Road Works).
36. All cost of construction, testing and successful commissioning and cost of entire defect liability period are to be included in the quoted rates by the bidder.
37. On the completion of the work and before issuance of certificate of completion, the contractor shall supply completion drawing in 3 copies in required size. A soft copy of completion drawings (on AutoCAD) shall also be provided by the contractor. All test reports of the internal and external electrification installation in three copies shall be handed over to engineer in-charge in good condition by the contractor before finalization of his final bill. The contractor shall supply all above items free of cost.
38. After completion of the entire work, test report should be submitted to the Competent Authorities of MPLUN Ltd.
39. Rubble available from excavation of hard rock/ordinary rock shall be the property of the contractor subject to recovery @rate mentioned in SOR per cum irrespective of the

percentage rate above or below on the amount of contract quoted by the contractor plus GST as applicable. of the quantity of the rock excavated

40. In case of dewatering work if required in road work it be done by the contractor at his own cost for which no payment shall be payable to the contractor.
41. All material to be provided by the contractor shall be ISI marked and as per the list of approved makes. The sample of all the materials shall have to be approved from the Engineer-in-Charge/Consultant before placing orders for their supply.
42. The machineries/ equipment required at site shall be brought to the site within the time limit so as to achieve the target according to work programme or as directed by Engineer-in-charge.
43. The contractor shall be responsible for the performance of the contract and maintenance of the work carried out by him for a period of three years and five years for remaining works (Road Works) which shall be counted from the date of actual completion of work as per requirement of MPLUN /MPMKVVCL/MPPKVVCL after handing over of the entire distribution system.
44. All the terms and conditions mentioned in MPMKVVCL/MPPKVVCL LTD. schedule of rates/ manual shall be binding on the contractor.
45. The scope of work of contractor also includes coordination with /MPMKVVCL/MPPKVVCL for requisite approvals, sanction of estimates/revised estimate, approval of all drawings from MPMKVVCL/MPPKVVCL and MPLUN /Consultant before commencement of execution work at site, preparation of revised BOQ and estimates based on actual survey at site. Obtaining approval from MPMKVVCL/MPPKVVCL will be the responsibility of the contractor. Any statutory fees to be deposited will be paid by MPLUN Ltd.
46. After completion of work, the entire work is to be handed over as per direction of Engineer-in-charge to MPMKVVCL/MPPKVVCL/ MPLUN / concerned department for which work is executed with a joint handing over report as per requirement of MPLUN.
47. Site Operations and Methods of Construction: The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the EIC.

Safety, Security and Protection of the Environment: The Contractor shall, throughout the execution and completion of the Works.

- a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons
- b) Arrange to erect, at his own cost, G.I. Sheet fencing or other approved appropriate fence around the site, with entry/exit gates at suitable points. The contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men, materials and equipment within the sites and in relation to other contractors who will also be allotted spaces at above sites. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor
- c) provide and maintain at his own cost all lights, guards, warning signs and watch tower/post, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others

- d) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation
- e) provide Personal Protection equipment (PPE) like helmets, safety shoes, gloves, goggles, belts etc. to all persons entitled to be upon the site
- f) Shall take care of all safety precautions pertaining to construction works, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.
- g) If on account of security consideration, some restrictions may be imposed by the security staff on the working movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
- h) Shall take all precautions to avoid accidents by exhibiting necessary caution boards during day and night, speed limit boards, red flags, red lights and providing barriers. Contractor shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
- i) The contractor shall continue to maintain watch and ward to safeguard the Employer's property in his possession until the same is formally handed over as per the directions of the Engineer-in- Charge. Nothing extra shall be paid on this account.

48. The Contractor shall take full responsibility for the care of the works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the works, when the responsibility for the said care shall pass to the Employer. The contractor shall be responsible for the watch and ward of the safety of all fittings and fixtures against pilferage and breakage during the period of installation and thereafter till the project is physically handed over to the department. Provided that the Engineer issues a Handing- Over Certificate for any Section or part of the Permanent Works, the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Handing-Over Certificate.

49. Scope of Work during Defect Liability Period

Defect Liability Period shall be of 60 months (Sixty months) for road and 36 Months (thirty six) months for building and others works after issuance of physical completion certificate of work for the entire works. The scope of work during this period shall be as follows: -

- a) The cost of maintenance shall be deemed to be included in tender and nothing extra shall be paid.
 - b) Remove defects observed during this period in all permanent structures, drains etc. completely.
 - c) If any item has manufacturing defect, contractor shall replace the same at his own cost. If it is damaged by any other means, the fixtures/ fittings shall be provided by the Department, and the same shall be installed by contractor at his own cost.
50. The work shall be carried out, complying in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed, specifications, conditions of contract, drawings or as directed by the Engineer-in-Charge and Consultant. Nothing extra shall be paid on this account.
51. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

52. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be levied on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
53. Materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work. In case of specific items, the material shall be in accordance with the approved items.
54. In case any material, work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Consultant representative and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.
55. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge/ Consultant. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge/ Consultant, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes.
56. The testing charges shall be borne by the contractor. However, cement/ steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications and will not be used until test certificates are obtained and approved by Engineer-in- Charge/ Consultant.
57. The contractor shall get the samples of all the materials to be used in the work approved from Engineer-in-Charge and Consultant before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Engineer-in-charge. Any delay in getting the samples approved shall be contractor's responsibility.
58. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials so used in different items of work shall be subject to the approval of the Engineer-in-charge and Consultant.
59. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared completed and accepted.
60. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
61. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including all duties, royalties, levies and taxes except Goods and Services tax (GST). The amount of applicable GST will be paid separately to the contractor with each bill at the time of payment. The employer shall not be liable for any duties, taxes (except GST) royalties and levies if any, labor, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
62. The rate shall be inclusive of making design, pattern and execution of work as per working

- and structural drawings at all levels and height.
63. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish.
 64. The rate shall be inclusive of working under water and adverse or foul conditions and including pumping out or bailing out water, dewatering unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods and any other cause whatsoever and including sub-soil water.
 65. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall accord necessary co-ordination for unhindered completion of these sub-works.
 66. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
 67. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting and if any property is damaged by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost to the complete satisfaction of Engineer-in-charge.
 68. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Engineer-in-Charge. Nothing extra shall be paid on this account.
 69. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock, nothing extra shall be paid on this account.
 70. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors.
 71. The contractor is supposed to abide by the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard.
 72. All statutory approvals for Permanent Water, drainage, fire fighting, Municipal and other services are to be obtained by contractor at no extra cost. Only the official payment made in the Government treasury or to the local bodies for deposit etc. will be reimbursed against the treasury slip.
 73. All statutory approvals and sanctions from Electrical Inspectors and respective electric supply and regulatory authority for Permanent connection etc. are to be obtained by the Contractor at no extra cost. Only the official payment made in the Government treasury for deposit etc. will be reimbursed against the treasury slip.
 74. The contractor shall have to furnish a ROYALTY CLEARANCE CERTIFICATE from the District Collector before the final bill.
 75. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated Construction program, it shall be the responsibility of the Contractor to complete such portions and maintain such progress. Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matter(s) causing the differences will give their decision which shall be final and binding on the contractor.

76. The contractor shall prepare and produce instruction, operation and maintenance manuals with warranties and guarantees in English for the use, operation and maintenance of the supplied equipment and installations, and submit to the Engineer-in-charge in (8) copies at the time of handing over. Generally, these consist of the following:
 - a. Description of the project
 - b. Operating instructions
 - c. Maintenance instructions including procedures for preventive maintenance
 - d. Manufacturer's catalogues
 - e. Spare parts list
 - f. Trouble shooting charts
 - g. Drawings
 - h. Type and routine test certificates for major items
 - i. Three (3) set of reproducible 'as built' drawings on appropriate material as directed by Engineer-in- Charge.
 - j. Warranties and guarantees of Installed Plant and Equipment and other work like waterproofing, Anti-termite treatment of the soil (for five years).
77. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered / excavated on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer.
78. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. Any excavated material, as deemed fit for use in the works, shall be put to use by the contractor as instructed by the Engineer-in-Charge. All such materials used shall be deducted from the payment for works at a rate as decided by the Engineer-in-Charge.
79. No extra payment shall be made for construction of Cofferdam if required to be constructed. The rate of Head works comprises of Jack well and pump house including construction of Temporary Cofferdam & Demolishing the same.
80. The contractor shall have to insure all material installed by him against any damage, accident or theft.

81. Special Conditions for Electrical Works:

- a) The estimate and working drawings for entire electrical works is to be got approved by the contractor from concern M.P. Vidyut Vitaran Co. Ltd. before execution of work. All the electrical lines and sub stations etc. i.e. Electrical works should be got installed by contractor after getting necessary shut down, if required from concern M.P. Vidyut Vitaran Co. Ltd. and he has to obtain all necessary permission from state / central or other departments as and when applicable before and during the project shall be fully and solely responsible for the insurance of his own work, material, construction or execution of work.
- b) The contractor has to maintain all safety precautions as per rules and regulations of Indian Electricity Act, M.P. Licensing Board, concern M.P. Vidyut Vitaran Co. Ltd., all concerned departments of Central Government and State Government etc. The contractor working staff, Employee and directly or indirectly employed laborers / working and any accident or any damage caused to any person or property from / during the

course of execution of the work till handing it over to concern M.P. Vidyut Vitaran Co. Ltd. / Municipal Corporation / or other Competent Authority as applicable for the work. Any officer/employee / consultant of the employer shall not be responsible for any accident or any damage caused to any person or property for during the execution of the work till handing it over to the departments mentioned above and thereafter.

- c) All material supplied and installed shall be of the best quality and strictly as per the approved makes only as approved by Consultant, Engineer in charge. MPLUN reserves the right to get any or all items checked at contractor's cost from any Government Laboratory (CPRI/ NABL/ ERDA etc.) Government approved/ Private Laboratory of national or local level as required. The quality of items should be as per relevant IS specifications or described in items. The samples of all materials (as required) shall be got approved by EIC / technical committee before installation and execution of work. Samples approval / rejection on any parameter should be binding on contractor and department does not bind himself to give any reason for his decision. The contractor shall arrange testing for any parameter of material / equipment at site or at approved laboratories or at factory. No extra cost shall be paid for any expenses occurred in such testing contractor shall bear all the cost of travelling, lodging etc. of inspection team. To assure that all material installed by the contractor is genuine the contractor should purchase all material of approved make through authorized agent or representative of the manufacturers of approved make. If required by the Engineer-in-charge / Engineer (Electrical), the contractor shall show the original purchase bills and submit photo copies of these bills and the original certificate from the manufactures showing that the material supplied / installed is genuine.
- d) The drawings which may be issued with the tender are diagrammatic and indicative to the arrangement of various components of the Systems and to the extent of work. But the actual work to be carried out will be as per the approved working drawings which can vary to any extent. The quantities given in the tender may vary and some items may not be used at all depending on work conditions and / or concern M.P. Vidyut Vitaran Co. Ltd. Requirements and the contractor shall have no claim on this account.
- e) The drawings of certain items as specified by MPLUN /Consultant shall serve as G.A. drawings for general layout. The Contractor has to submit Designs, detailed drawings, shop drawings, fabrication drawings basapped on the general arrangement drawings / guidelines as per the relevant Standards, specifications, BOQ, site conditions, rules & laws and will submit to consultant for scrutiny/approval before starting the work. After scrutiny/approval contractor shall make the requisite changes assuggested by consultant, and submit the corrected drawings in six copies, which will be returned to him for execution duly signed by EIC& Consultant. No extra cost shall be given for this to the contractor. The EIC's approval shall not alter the Contractor's responsibility for correct design of the both Temporary and Permanent Works.
- f) On the completion of the work the contractor shall supply completion drawing in 3 copies with original tracing. A soft copy of completion drawings (on AutoCAD) shall also be provided by the contractor. All test reports of the internal and external electrification installation in three copies shall be handed over to engineer in-charge in good condition by the contractor before finalization of his final bill. The contractor shall supply all above items free of cost.
- g) After completion of the entire work, test report should be submitted to the Competent Authorities of concern M.P. Vidyut Vitaran Co. Ltd. and M.P. Licensing Board and also to the Engineer in Charge and NOC is to be obtained from M.P. Licensing Board and submitted to the Competent Authorities of concern M.P. Vidyut Vitaran Co. Ltd. and Necessary charges (Government Fees) will be paid by MPLUN for charging of work.
- h) The contractor has to get the entire electrical work charged and the entire external

electrification

Work including the lighting installation should be handed over to MPLUN or other Competent Authority as applicable in this matter as per the instructions of the Engineer in Charge.

- i) During the maintenance period the contractor / agency have to carry out all necessary repairs within the required period looking to the urgency of work as decided by the engineer-in-charge. The maximum limit, if allowed by engineer-in-charge, shall be 3 days of receipt of such communication from Engineer-in-charge. If defects & damages are not rectified to full satisfaction of engineer-in-charge within time limit, then the department reserves the right to get the work done by any outside agency & amount paid for such works will be recovered from the amount deposited by contractor / agency against Performance & Maintenance Security & Security Deposit etc.
- j) Handing over formalities must be done by agency / contractor immediately after completion of work along with charging of line and if any mollified intention of delay is observed that case department reserves the right to withhold/ en cash security of the contractor / agency and no separate advance notice to this respect shall be necessary.
- k) An electrical sub-contractor should have "A" class license from the office of chief electrical inspector inCharge of the area under which work is executed. Credentials of "A" class license electrical contractor should be submitted to the MPLUN & Consultant for approval prior to execution of work. The Sub contractor shall appoint licensed electrical supervisors and wiremen to carry out the complete HT and LT electrification work.
- l) Central Electricity Authority (Technical Standards for construction operation and maintenance of Electrical Plants and Electrical Lines) Regulations No 2010 CEA/TETD/MP/02/2011 are binding on the selected contractor.
- m) Central Electricity Authority (Safety requirements of construction operation and maintenance of Electrical Plants and Electrical Lines) Regulations 2011 no CEA/TETD/MP/R/2010 are binding on the selected contractor.
- n) Provisions of The Electricity Act 2003 are binding on the Contractor.

Chief Engineer

मध्य प्रदेश लघु उद्योग निगम मर्या.

संपदा एवं निर्माण विभाग

भोपाल

निविदा की विशेष विस्तृत शर्त :-

- 1 निविदाकारों द्वारा पूर्ण किये गये कार्यों को संबंधित कार्यपालन यंत्री स्तर के अधिकारी से सत्यापित कर प्रमाण पत्र ऑनलाइन प्रस्तुत करना अनिवार्य है। ऑनलाइन प्रस्तुत दस्तावेज ही मान्य होंगे। ऑनलाइन प्रस्तुत दस्तावेजों के आधार पर ही तकनीकी बिड का परीक्षण किया जावेगा।
- 2 ठेकेदार को कर्मचारी भविष्य निधि संगठन (EPF) एवं (कर्मचारी राज्य बीमा निगम) (ESIC) में पंजीकृत होना अनिवार्य है। पंजीयन न होने की दशा में ठेकेदार की निविदा नहीं खोली जावेगी। पंजीयन की प्रति निविदा प्रपत्र क्रय करते समय प्रस्तुत करना अनिवार्य है।
- 3 निविदाकारों का वस्तु एवं सेवा कर में पंजीयन होना अनिवार्य है। जिसकी प्रति निविदा प्रपत्र क्रय करते समय प्रस्तुत करना अनिवार्य है। निगम द्वारा निर्माण कार्यों के चलित देयकों में से प्रचलित दरो पर वस्तु एवं सेवा कर की कटौती की जाकर कर वस्तु एवं सेवा कर विभाग को जमा की जावेगी। समय-समय पर वस्तु एवं सेवा कर की दरों की बढ़ौती एवं कमी केन्द्रीय शासन द्वारा निर्धारित दरों के अनुसार की जावेगी।
- 4 निविदाकारों का आयकर पेन नम्बर की प्रति एवं चुकता प्रमाण पत्र निविदा प्रपत्र क्रय करते समय प्रस्तुत करना अनिवार्य है।
- 5 वर्तमान में भारित समस्त कर एवं निर्माण कार्य के संपादन के दौरान शासन द्वारा भारित किये जाने वाले समस्त कर ठेकेदार द्वारा देय होंगे।
- 6 निविदाकारों का वैध विद्युत लायसेंस (A Class) होना अनिवार्य है जिसकी प्रति निविदा प्रपत्र क्रय करते समय प्रस्तुत करना अनिवार्य है।
- 7 निविदाकारों द्वारा अनुबंध के समय परफॉरमेंस गारंटी की राशि, राष्ट्रीयकृत बैंक द्वारा जारी एफ.डी.आर अथवा बैंक गारंटी के रूप में ही मान्य होगी।
- 8 निविदाकारों द्वारा प्रचलित मानक दर अनुसूची से 10 प्रतिशत से अधिक, कम दर दी जाने की दशा में सचिव म. प्र. शासन, लोक निर्माण विभाग मंत्रालय भोपाल द्वारा प्रतिशत दर पर आधारित निविदाओं (प्रपत्र-अ) एवं आयटम रेट पर आधारित निविदा में निविदाकारों द्वारा अव्यवहारिक दर (Unworkable rates) देने की प्रवृत्ति पर अंकुश लगाने के दृष्टिगत जारी कार्यालयीन आदेश क्र. एफ-53/02/2011/यो/19/524 भोपाल दिनांक 14.02.2025 के तहत अव्यवहारिक दर (Unworkable rates) की अन्तर राशि की गणना अनुसार अतिरिक्त परफॉरमेन्स गारंटी प्रस्तुत करना होगी जो कि राष्ट्रीयकृत बैंक द्वारा जारी एफ.डी.आर के रूप में मान्य होगी।
- 9 किसी भी निविदाकारों की धरोहर राशि यदि म.प्र. शासन के किसी विभाग, उपक्रम या निगम द्वारा यदि पूर्व में राजसात की गई है उस दशा में निगम की निविदा प्रक्रियाओं में उक्त ठेकेदार आगामी 1 वर्ष तक अथवा जारी किये हुये डिबार आदेश की समयावधि तक भाग नहीं ले सकेगा।

- 10 **Price Escalation** कार्य पूर्ण करने हेतु ठेकेदार को किसी परिस्थिति, विभागीय विलंबता के कारण अथवा प्राकृतिक कारणों अथवा अन्य किन्हीं कारणों से यदि समयावृद्धि प्रदान की जाती है ऐसी परिस्थिति में भी Price Escalation की शर्त अनुबंध का भाग नहीं रहेगी।
- 11 शर्त क्रमांक 3 (C) में अंतर्गत ठेका निरस्त:—यदि अनुबंध की शर्त क्रमांक 3 (C) के अंतर्गत ठेकेदार का अनुबंध निरस्त किया जाता है, उसमें वर्णित शर्त ठेकेदार पर लागू होगी किंतु ठेकेदार द्वारा अनुपातिक रूप से समय के साथ लागत का निर्माण कार्य नहीं किये जाने से हुए विलंब के लिये विशेष शर्त क्रमांक (08) के अनुसार पृथक से शास्ति के रूप में राशि देय होगी।
- 12 निविदा विज्ञप्ति दिनांक से विगत 5 वर्षों में 20 प्रतिशत (बीस प्रतिशत) पी.ए.सी. की लागत के समरूप तीन निर्माण कार्य अथवा 30 प्रतिशत (तीस प्रतिशत) पी.ए.सी. की लागत के समरूप दो निर्माण कार्य अथवा 50 प्रतिशत (पचास प्रतिशत) पी.ए.सी. की लागत का एक समरूप निर्माण कार्य **(समरूप निर्माण कार्य से आशय बाह्य विद्युतिकरण मय 5 एम.वी.ए. पॉवर ट्रान्सफार्मर कार्य ही मान्य होगा)** किसी भी शासकीय अथवा अर्द्धशासकीय विभाग में निष्पादित किया हो की अर्हता की शर्त को पूरा करने वाले ठेकेदार ही इस निविदा में भागीदारी हेतु सक्षम होंगे, अतः पूर्व में पूर्ण किये गये निर्माण कार्यों का पूर्णता/अनुभव प्रमाण पत्र सक्षम अधिकारी/कार्यपालन अधिकारी/ अनुविभागीय अधिकारी द्वारा जारी प्रमाण पत्र भी निविदा के साथ देना होगा। प्रमाण पत्र पर जारीकर्ता अधिकारी का नाम तथा मोबाईल नंबर एवं कार्यालय का मेल आई.डी. निविदाकार द्वारा अंकित किया जाना अनिवार्य है।
- 13 निविदाकार द्वारा निविदा में **CA (Chartered Accountant)** द्वारा सत्यापित बिड केपेसिटी प्रस्तुत करना होगी। जिस पर **UDIN No.** तथा उनका मेल आई.डी. एवं फर्म का नाम तथा मोबाईल नंबर अंकित होना अनिवार्य है।
- 14 शासकीय/अर्द्धशासकीय विभागों में निष्पादित किये जा रहे विद्युत कार्यों की सूची मय विवरण व प्रमाण सहित प्रस्तुत करना होगी।
- 15 वांछित दस्तावेज ऑनलाईन ही मान्य होंगे।
- 16 सशर्त निविदा मान्य नहीं होगी।
- 17 निविदाकारों द्वारा एक से अधिक निविदा में भाग लेने की दशा में निविदा से संबंधित दस्तावेज प्रत्येक निविदा हेतु पृथक-पृथक प्रस्तुत करना होगा।
- 18 कार्य प्रारंभ करने के साथ समयावधि में कार्य पूर्ण करने हेतु **Pert-Chart** प्रस्तुत करना होगा।
- 19 किसी भी निविदा को स्वीकृत अथवा अस्वीकृत करने का अधिकार निगम के पास सुरक्षित है।
- 20 यदि ठेकेदार पंजीकृत कंपनी अथवा फर्म है (एक से अधिक) ऐसी स्थिति में पार्टनरशिप की डीड एवं पावर आफ अटॉर्नी की सत्यप्रतियाँ भी प्रस्तुत करना होगी।
- 21 उपलब्ध आवश्यक सयंत्रों/टूल्स प्लांट्स के विवरण की सूची भी प्रस्तुत करना होगी।
- 22 कार्य की गुणवत्ता यदि स्तरहीन पाई जाती है तब विभाग द्वारा **third party** निरीक्षण करवाया जावेगा एवं यदि भुगतान कर दिया गया हो तो उस स्थिति में कार्य की राशि की वसूली संबंधित ठेकेदार से की जावेगी।

- 23 कार्य के ले-आउट दिनांक से प्रतिमाह कार्य की भौतिक प्रगति समयानुसार अनुपातिक रखना होगी अन्यथा कार्यालय का अंतिम निर्णय मान्य करना होगा जिस पर कोई भी दावा या आपत्ति मान्य नहीं की जावेगी।
- 24 ठेकेदार को कार्य आवंटित होने एवं कार्यादेश जारी किये जाने के पश्चात यदि ठेकेदार द्वारा विभाग की बिना अनुमति के पेटी ठेकेदार को कार्य दिया जाता है एवं कार्य संतोशजनक नहीं होने पर विभाग द्वारा कार्य उसी स्तर पर निरस्त किया जावेगा एवं धरोहर राशि राजसात कर ली जावेगी।
- 25 कार्य के लिए स्थानीय स्तर पर कोई अनापत्ति/अनुमति/सहमति की आवश्यकता होगी तो उसे प्राप्त करने की जिम्मेदारी संबंधित ठेकेदार की होगी।
- 26 निविदाकार को निविदा प्रस्तुत करते समय उन स्वीकृत निविदाओं का निम्नानुसार विवरण भी ऑनलाइन प्रस्तुत करना अनिवार्य होगा:-
- i) जिसमें वह L-1 (न्यूनतम बीडर) है एवं स्वीकृत नहीं हुई है।
- ii) जो निविदाएं स्वीकृत हो चुकी हैं परन्तु अनुबंध संपादित नहीं हुआ है।
- इस प्रकार की निविदाओं के Contract Amount की राशि का Bid Capacity के निर्धारण में विचारण किया जायेगा।

क्रमांक	विभाग का नाम	कार्य का नाम	अनुमानित लागत (पी.ए.सी.)	न्यूनतम दर एवं राशि	निविदा की वित्तीय ऑफर खोलने का दिनांक	LOA का दिनांक	रिमार्क

- 27 निविदाकर्ता द्वारा ऑनलाइन प्रस्तुत दस्तावेजों का विभाग द्वारा सत्यापन के दौरान दस्तावेज गलत पाये जाने पर, निविदाकर्ता को Blacklist किया जा सकेगा।
- 28 ठेकेदार द्वारा अनुबंध करने के पश्चात विद्युत विभाग से किये जाने वाले कार्य के सुपरविजन चार्ज का डिमांड नोट प्राप्त करना, ट्रांसफार्मर की परीक्षण रिपोर्ट, लाईन चार्ज कराना तथा हस्तांतरण की लाईजनिंग की जाना होगी। (सम्पूर्ण कार्य विद्युत विभाग के सुपरविजन में किया जाना है।)
- 29 जिन निविदाकारों द्वारा **5 MVA Power Transformer** एवं **5 MVA** ग्रीड का कार्य किया गया हो केवल वे ही निविदाकार निविदा में भाग लेने हेतु पात्र होंगे।
- 30 ठेकेदार को कार्य पूर्ण करने के उपरांत पूर्णता दिनांक से 5 वर्ष तक का रख-रखाव भी किया जाना होगा। जिसमें कोई भी मटेरियल खराब होने पर स्वयं से उसे बदलना होगा। जिसका भुगतान अलग से नहीं किया जावेगा।
- 31 निविदा में वांछित मशीनों का भौतिक सत्यापन वित्तीय बिड खोलने के पूर्व निगम के अधिकारियों द्वारा किया जा सकता है।
- 32 कार्य के BOQ में MPEB SOR 2024-25 की दर पर प्रतिशत में कम या अधिक मान्य रहेगा।
- 33 कार्य के BOQ / Schedule of Item के अतिरिक्त SOR के आयटम की आवश्यकता होने पर उक्त आयटम का भुगतान MPEB SOR 2024-25 पर ठेकेदार द्वारा दिये गये प्रतिशत कम या अधिक किया जाकर भुगतान किया जावेगा।

- 34 कार्य के **BOQ** / शेडयूल ऑफ आयटम में सामग्री की इकाई / दर इत्यादि में टंकन त्रुटि होने पर लागू **SOR** अनुसार ही मान्य होगा। अलग से संशोधन जारी नहीं किया जावेगा।
- 35 निविदा खोलने की तिथि को अवकाश घोषित हो जाने की स्थिति में निविदा अगले कार्य दिवस को खोली जावेगी।
- 36 निविदा आमंत्रण सूचना एवं उपरोक्त सभी शर्तें अनुबंध का एक भाग है।

महाप्रबंधक(सं./नि.)
म.प्र. लघु उद्योग निगम मर्या.
संभाग इंदौर

SECTION 4

BILL OF QUANTITIES (BOQ)

General Description of work:

.....

.....

.....

Probable Amount of Contract:

(Rs. In Figure)

.....

(Rs. In Words)

.....

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

Total Amount(Rs.In Words)

—

GENERAL MANAGER (E&C)
M.P. LAGHU UDYOG NIGAM LTD.
INDORE

SECTION 5
AGREEMENT FORM
AGREEMENT

This agreement, made on the between **GENERAL MANAGER (E&C) M.P. LAGHU UDYOG NIGAM LTD. INDORE** (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
.....(name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of **Rs.**.....

NOW THIS AGREEMENT WITNESSED as follows:

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

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

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

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

Binding Signature of Employer _____

Binding Signature of Contractor _____

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

: आदेश :

भोपाल, दिनांक 05, अगस्त 2017

क्रमांक एक 58/15/17/19/यो:माल एवं सेवा कर (जी.एस.टी.) दिनांक 01 जुलाई 2017 से लागू कर दिया गया है। सभी वर्क कान्ट्रैक्ट पर अब जी.एस.टी. देय होगा। सामान्य प्रशासन विभाग के आदेश क्रमांक एक 19-51/2017/1/4/ दिनांक 24.07.2017 द्वारा गठित समिति की बैठक दिनांक 26.07.2017 में की गई अनुशंसा के बिंदु क्रमांक-(2) के तारतम्य में लोक निर्माण विभाग द्वारा निर्णय लिया जाता है कि, भविष्य राज्य मद से वित्त पोषित कार्यों हेतु में जो भी निविदाएं आमंत्रित की जाएं, उनमें वित्तीय प्रस्ताव जी.एस.टी. राशि को छोड़कर (exclusive of GST) बुलवाए जाएं एवं देयक भुगतान के समय जी.एस.टी. की जो दर देयक पर लागू हो उसके अनुसार टैक्स का भुगतान शासन द्वारा पृथक से ठेकेदार को किया जाए। जी.एस.टी. से पृथक से भुगतान करने हेतु संबंधित निविदाकार/सेवा प्रदाता का जी.एस.टी. में पंजीयन एवं नम्बर (GSTIN) होना अनिवार्य है। जी.एस.टी. को छोड़कर शेष समस्त कर, छपकर, लेवी, फी, टोल इत्यादि के भुगतान का दायित्व निविदाकार का होगा, तथा यह माना जाएगा कि निविदाकार द्वारा प्रस्तुत वित्तीय प्रस्ताव (Financial offer) में उपरोक्त राशि का भुगतान सम्मिलित है।

यह आदेश तत्काल प्रभावशील होगा।

मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार

(चन्द्र प्रकाश अग्रवाल)

सचिव

मध्यप्रदेश शासन
लोक निर्माण विभाग

भोपाल, दिनांक 05, अगस्त 2017

पृ.क्रमांक क्रमांक एक 58/15/17/19/यो - 4295
प्रतिलिपि

1. प्रबंध संचालक, मध्यप्रदेश सड़क विकास निगम, भोपाल।
2. प्रमुख अभियंता, लोक निर्माण विभाग, म.प्र.भोपाल।
3. परियोजना संचालक (पी.आई.यू.), लोक निर्माण विभाग, भोपाल।
4. समस्त मुख्य अभियंता, लोक निर्माण विभाग परिक्षेत्र, ... मध्यप्रदेश।
5. समस्त अतिरिक्त परियोजना संचालक (पी.आई.यू.), लोक निर्माण विभाग परिक्षेत्र, ... मध्यप्रदेश।
6. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग मण्डल परिक्षेत्र, ... मध्यप्रदेश।
7. समस्त कार्यपालन यंत्री, लोक निर्माण विभाग संभाग परिक्षेत्र, ... मध्यप्रदेश।
8. निज सचिव, माननीय मंत्री, म.प्र.शासन, लोक निर्माण विभाग।

मध्यप्रदेश शासन
लोक निर्माण विभाग

प्रति,

समस्त मुख्य अभियंता/
समस्त अधीक्षण यंत्री/
समस्त कार्यपालन यंत्री
लोक निर्माण विभाग मध्यप्रदेश।

विषय:- कांकीट के कार्यों में मैन्युफैक्चर्ड सैंड के उपयोग के संबंध में।

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यह पाया गया है कि कतिपय रिजिड पेवमेंट्स के कार्यों में जिनमें मैन्युफैक्चर्ड सैंड का उपयोग किया गया है की ऊपरी सतह खराब हो गई है। प्रारंभिक अनुमान के आधार पर मैन्युफैक्चर्ड सैंड का एब्रेशन रेजिस्टेंस अपेक्षाकृत कम होने के कारण ऐसी स्थिति निर्मित हो सकती है। इस विषय पर विस्तृत विचार-विमर्श/परामर्श किया जा रहा है। इस बीच यह निर्देशित किया जाता है कि कांकीट के कार्यों में मैन्युफैक्चर्ड सैंड तथा नैचुरल सैंड को मिलाकर उपयोग किया जाये। जिसमें मैन्युफैक्चर्ड सैंड का उपयोग 50 प्रतिशत से अधिक न किया जाये।

उपरोक्त निर्देशों का समावेश अनुबंध में भी किया जाये।

(अखिलेश अग्रवाल)
प्रमुख अभियंता

लोक निर्माण विभाग, मध्यप्रदेश

भोपाल, दिनांक 28-04-2016

पृ. क्रमांक/संचार/लोनिवि/2016/1303

प्रतिलिपि:-

1. निज सहायक, माननीय मंत्री जी लोक निर्माण विभाग मध्यप्रदेश।
2. प्रमुख सचिव, म.प्र. शासन लोक निर्माण विभाग, मंत्रालय भोपाल। मुख्य अभियंताओं की बैठक दिनांक 28-4-2016 में दिये गये निर्देशों के क्रम में सूचनार्थ।
3. मुख्य अभियंता, यो/ब, कार्यालय प्रमुख अभियंता लोक निर्माण विभाग भोपाल।
4. मुख्य अभियंता एमडीआर, कार्यालय प्रमुख अभियंता लोक निर्माण विभाग भोपाल।
5. सामान्य शाखा/संचार, कार्यालय प्रमुख अभियंता लोक निर्माण विभाग भोपाल।

Sh. Mathe
11/4/16
20/4/16

(अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग, मध्यप्रदेश

मध्यप्रदेश शासन
लोक निर्माण विभाग मंत्रालय
वटलभ भवन, भोपाल

क्र.सं. एक - 58/ 24/15/19/यो

भोपाल दिनांक ...-8-2015

प्रति,

प्रमुख अभियंता
लोक निर्माण विभाग
27-28, निर्माण भवन, अरेरा हिल्स,
भोपाल।

विषय:- विभाग में किये जा रहे डामरीकरण कार्यों में प्रयुक्त की जाने वाली मशीनरी के संबंध में।

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विभाग में चल रहे डामरीकरण कार्यों के संबंध में कार्यों की गुणवत्ता सुनिश्चित करने के लिये प्रयुक्त की जाने वाली मशीनरी के संबंध में निम्नानुसार निर्देश जारी किये जाते हैं:-

1. सड़कों के ऐसे समस्त कार्य जिनमें डामरीकरण के कार्य में डीबीएम तथा बीसी का प्रावधान रखा गया है, वहां पर न्युमेटिक टायर रोलर का उपयोग का प्रावधान निविदा प्रपत्र में किया जाये। ऐसे समस्त कार्य जिनमें डामरीकरण कार्य की लागत रु. 5 करोड़ से अधिक की है तथा जिनमें डीबीएम तथा बीसी का प्रावधान रखा गया है में आवश्यक रूप से न्युमेटिक रोलर के अतिरिक्त कम्प्यूटराईज्ड बैच मैक्स प्लाटका भी प्रावधान निविदा प्रपत्र में किया जाये।
2. जहां भी मार्ग का कार्य डब्ल्यू एम एम लेयर अथवा उसके नीचे की लेयर्स से किया जाना है तथा डामरीकृत कार्य में डीबीएम एवं बीसी का प्रावधान है वहां डामरीकरण कार्य सेंसर पेवर से ही किया जाये। इस संबंध में डब्ल्यू एम एम की द्वितीय परत भी सेंसर पेवर से ही की जाये। जिससे डामरीकृत लेयर्स की मोटाई एक जैसी प्रावधानानुसार सुनिश्चित की जाकर डिजाईज्ड प्रोफाईल प्राप्त की जा सके।
3. डामरीकरण के कार्यों हेतु जो भी लोड प्लाट से साईट पर जायेंगे उनके संबंध में ठेकेदार कम्प्यूटराईज्ड स्लिप विभाग को प्रस्तुत करेंगे किंतु यह स्पष्ट किया जाता है कि कम्प्यूटराईज्ड स्लिप गुणवत्ता का आधार नहीं मानी जायेगी तथा किये गये कार्य की गुणवत्ता संबंधित टेस्ट रिजल्ट्स के आधार पर ही आंकी जायेगी। कम्प्यूटराईज्ड स्लिप की जानकारी विभाग द्वारा क्रॉस चेकिंग हेतु उपयोग में ली जा सकती है।

(जी. पी. अग्रवाल)

सचिव

म.प. शासन, लोक निर्माण विभाग

पृ. क्रमांक एफ - 58/ 24/15/19/यो ५१५२

भोपाल दिनांक 6-8-2015

प्रतिलिपि:-

1. निज सहायक, माननीय मंत्री जी लोक निर्माण विभाग भोपाल।
2. समस्त मुख्य अभियंता, लोक निर्माण विभाग, मध्यप्रदेश। मध्य प्रदेश जलपुर
3. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग, मध्यप्रदेश।
4. समस्त कार्यपालन यंत्री लोक निर्माण विभाग, मध्यप्रदेश।

(सी. पी. अग्रवाल)

सचिव

म.प. शासन, लोक निर्माण विभाग

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

कमांक 3125/2624/2016/19/यो

भोपाल दिनांक 06/06/2016

प्रति,

- 1 प्रबंध संचालक
म0प्र0 सड़क विकास निगम
भोपाल।
- 2 प्रमुख अभियंता,
लोक निर्माण विभाग
भोपाल।
- 3 परियोजना संचालक
लोक निर्माण विभाग
पी0आई0यू0 भोपाल।

विषय:- वर्क कान्ट्रेक्ट के दस्तावेजों पर पर्याप्त स्टाम्प शुल्क चुकाये जाने बाबत।

- संदर्भ:-
- 1 प्रमुख अभियंता का पत्र कं0 403/सा/044/2016/339 दिनांक 04.04.2016
 - 2 परियोजना संचालक लोक निर्माण विभाग पी0आई0यू0 का पत्र कमांक 6-11/2015/निविदा/विशेष शर्त/सा/पी0डी0/441 दिनांक 23.04.2016

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राज्य शासन एतद् द्वारा वर्क कान्ट्रेक्ट के दस्तावेजों पर पर्याप्त स्टाम्प शुल्क चुकाये जाने के संबंध में महानिरीक्षक पंजीयन एवं अधीक्षक मुद्रांक म0प्र0 भोपाल के पत्र कमांक 1502/तकनीकी-11/2016 दिनांक 22.03.2016 के अनुसार नियमानुसार कार्यवाही करने हेतु निर्देशित करता है।

सहपत्र:- एक

श्री देवत
11/6/16



म0प्र0 के राज्यपाल के नाम से
तथा आदेशानुसार

(चन्द्रप्रकाश अग्रवाल)
सचिव

म0प्र0 शासन लोक निर्माण विभाग
भोपाल दिनांक /05/2016

पृ0 कमांक /2624/2016/19/यो
प्रतिलिपि:-

निज सचिव मान0 मंत्रीजी लोक निर्माण विभाग भोपाल की ओर सूचनार्थ प्रेषित।

सहपत्र:- शून्य

ह.ल.र
सचिव

म0प्र0 शासन लोक निर्माण विभाग



कार्यालय महानिरीक्षक पंजीयन एवम् अधीक्षक मुद्रांक, मध्यप्रदेश, भोपाल
(पंजीयन भवन, प्लॉट 35-ए, अरेरा हिल्स, जिला न्यायालय के रोड़े, भोपाल - 482011)

क्रमांक 1502/ तकनीकी-11/2016

भोपाल, दिनांक 22 मार्च, 2016

प्रति

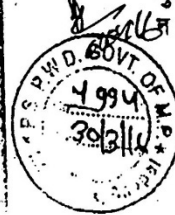
प्रमुख अभियंता
लोक निर्माण विभाग/जल संसाधन विभाग/
लोक स्वास्थ्य यांत्रिकी विभाग
मध्यप्रदेश, भोपाल

विषय - वर्क कॉन्ट्रैक्ट के दस्तावेजों पर पर्याप्त स्टाम्प शुल्क चुकाए जाने बाबत।

उपर्युक्त विषयांतर्गत लेख है कि वर्क कॉन्ट्रैक्ट के दस्तावेज पर दिनांक 14.01.2016 से प्रभावशील प्रावधान के अनुसार न्यूनतम पाँच सौ रूपए तथा अधिकतम पच्चीस हजार रूपए के अध्यक्षीन रहते हुए ऐसे दस्तावेज द्वारा प्रतिभूत एकम अथवा मूल्य का 0.25 प्रतिशत स्टाम्प शुल्क प्रभारित किया गया है।

उक्त परिप्रेक्ष्य में कृपया समस्त अधीनस्थ अधिकारियों को निर्देशित करने का कष्ट करें कि वे उपर्युक्त विधिक प्रावधानों के परिप्रेक्ष्य में वर्क कॉन्ट्रैक्ट के दस्तावेज पर पर्याप्त स्टाम्प शुल्क चुकाया जाना सुनिश्चित करें, ताकि स्टाम्प शुल्क के रूप में शासन को प्राप्त होने वाले राजस्व की क्षति न हो।

महानिरीक्षक
31/3/16



पृष्ठांकन क्रमांक 1503/ तकनीकी-11/2016

प्रतिलिपि -

1. प्रमुख सचिव, मध्यप्रदेश शासन, वाणिज्यिक कर विभाग, मंत्रालय, वल्लभ भवन, भोपाल।
2. प्रमुख सचिव, मध्यप्रदेश शासन, लोक निर्माण विभाग/जल संसाधन विभाग/लोक स्वास्थ्य यांत्रिकी विभाग, मंत्रालय, वल्लभ भवन, भोपाल।

30 MAR 2016
P.D.P.W.
De Pradhy

प्रभाव (प्रकाश)
प्रमुख सचिव
मध्य प्रदेश शासन, लो.नि.वि.
मंत्रालय, भोपाल



(दीपाली रस्तोगी)
महानिरीक्षक पंजीयन
मध्यप्रदेश

भोपाल, दिनांक 22 मार्च, 2016

महानिरीक्षक पंजीयन
मध्यप्रदेश

कार्यालय प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

27-28, निर्माण भवन, प्रथम तल, अरेरा हिल्स, भोपाल (म. प्र.)

Website : www.mppwd.gov.in

Email : pwdbhop@mp.nic.in

- Tel. No. -0755-2551485 Fax No.- 0755-2556527

क्रमांक/लोनिवि/2015/संचार/
प्रति,

1069

भोपाल दिनांक 02-05-2015

समस्त मुख्य अभियंता/
समस्त अधीक्षण यंत्री/
समस्त कार्यपालन यंत्री
लोक निर्माण विभाग, मध्यप्रदेश।

विषय:- कांक्रिट मार्ग (रीजिड पेवमेंट) निर्माण के कार्यों में गुणवत्ता सुनिश्चित करने के संबंध में निर्देश।

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कतिपय प्रकरणों में यह देखने में आया है कि विभाग में कांक्रिट पेवमेंट के जो कार्य कराये जा रहे हैं वे निर्धारित मानक स्तर के नहीं हैं। ऐसी स्थिति में कांक्रिट पेवमेंट में या तो गहरे केक्स परिलक्षित होते हैं अथवा मार्ग की सतह अत्यंत खराब हो जाती है। इस प्रकार की परिस्थिति पीक्वूसी कार्य में प्रयुक्त की जा रही कांक्रिट की अल्प गुणवत्ता के कारण ही मुख्यतः होती है।

उपरोक्त परिस्थितियों को ध्यान में रखते हुये कांक्रिट पेवमेंट की गुणवत्ता सुनिश्चित करने के मान से निम्नानुसार निर्देश प्रसारित किये जाते हैं:-

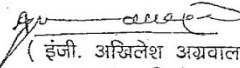
- अ. कांक्रिट मार्ग के निर्माण हेतु एमओआरटी एण्ड एच, आई आर सी एवं आई एस के संबंधित निर्देशों / मापदण्डों का पालन किया जाये।
- ब. गुणवत्ता की दृष्टि से इन कार्यों के संबंध में निम्नानुसार मुख्य बिन्दुओं का पालन आवश्यक रूप से सुनिश्चित किया जाये -
 1. ड्रायलीन कांक्रिट के कार्य पर प्रत्येक 1000 वर्गमीटर के कार्य हेतु कामप्रेसिव स्ट्रेंथ की टेस्टिंग के लिये कम से कम 3 सेम्पल्स लिये जायें (संदर्भ आई एस 516 एवं एम ओ आर टी एण्ड एच क्लाज 903.5.1.1)।
 2. पेवमेंट कांक्रिट के कार्य पर प्रत्येक 150 क्यूबिक मीटर कार्य के लिये कम से कम 3 बीम एवं 3 क्यूब स्पेसिमेन लिये जायें। 1 स्पेसिमेन में 6 क्यूब तथा 6 बीम होंगे जिनमें से तीन 7 दिवस के पश्चात तथा तीन 28 दिवस के पश्चात टेस्ट किये जायेंगे। यदि एक कार्य दिवस में 150 क्यूबिक मीटर से कम कार्य किया जाता है तो भी कम से कम उपरोक्तानुसार 3-3 स्पेसिमेन लिये जाने होंगे (संदर्भ आई एस 516 एवं एम ओ आर टी एण्ड एच क्लाज 903.5.2.1)।

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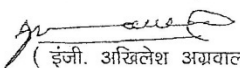
3. पेवमेंट कांक्रीट का कार्य किये जाने के पश्चात बीम एवं कांक्रीट स्लैब्स की 7 दिवस स्ट्रेंथ टेक पाये जाने पर टेकेदार को संबंधित कार्य का 50 प्रतिशत भुगतान किया जा सकेगा। कार्रिंग के 28 दिवस पश्चात पेवमेंट से कोर कटर के माध्यम से सेम्पल्स लिये जाकर तथा उनकी टेस्टिंग विभागीय एवं एनएबीएल प्रयोगशालाओं में पूर्व निर्देशों के अनुसार किये जाने तथा किया गया कार्य मापदण्ड के अनुसार पाये जाने पर ही शेष 50 प्रतिशत राशि का भुगतान किया जावे। यह स्पष्ट किया जाता है कि यदि कार्य 28 दिवस की टेस्टिंग में मानक अनुसार (मोटाई एवं कामप्रेसिव स्ट्रेंथ के मान से) नहीं पाया जाता है तो संबंधित कार्य अमान्य करते हुये, इसके विरुद्ध पूर्व में किये गये 50 प्रतिशत भुगतान की रिकवरी तत्काल संबंधित बिल से की जाये।
4. यह स्पष्ट किया जाता है कि सामान्यतः कोर हेतु 1 कि.मी. लंबाई के कार्य में 3 कोर सेम्पल लिये जायें। 1 कि.मी. से कम लंबाई के कार्य में 2 सेम्पल भी लिये जा सकते हैं। सेम्पल ऐसे स्थानों से लिये जायें जहां विजुअल इंस्पेक्शन से कांक्रीट की गुणवत्ता संदेहास्पद है। जहां से भी सेम्पल लिये जायें उस होल को तत्काल एम40 कांक्रीट से भरवाया जाना भी सुनिश्चित किया जाये।
5. भविष्य में जिन कार्यों पर कांक्रीट पेवमेंट का पूर्ण अथवा आंशिक कार्य किया जाना है उनमें निविदा बुलाते समय इस परिपत्र को निविदा प्रारूप का भाग बनाया जाये।


(इंजी. अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

पृ. क्रमांक/लोनवि/संचार/2015/ 1070
प्रतिलिपि:-

भोपाल, दिनांक 02-05-2015

1. विशेष सहायक, माननीय मंत्री जी, म.प्र. शासन लोक निर्माण विभाग भोपाल।
2. प्रमुख सचिव, म.प्र. शासन, लोक निर्माण विभाग मंत्रालय, भोपाल।
3. वरिष्ठ निज सहायक, प्रमुख अभियंता लोक निर्माण विभाग भोपाल।


(इंजी. अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

कार्यालय प्रमुख अभियंता

लोक निर्माण विभाग मध्यप्रदेश

27-28, निर्माण भवन, प्रथम तल, अरेरा हिल्स, भोपाल (म. प्र.)

Website : www.mppwd.gov.in

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Telephone No.-0755-2551485 Fax No.- 0755-2556527

426

क्र. संचार/लोनिवि/सर्कुलर /2016/ 2629
प्रति,

भोपाल दिनांक 09-8-2016

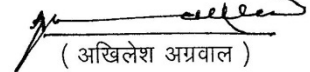
समस्त मुख्य अभियंता,
म.प्र. लोक निर्माण विभाग,
..... परिक्षेत्र

विषय:- मार्ग निर्माण कार्यों में फ्लाई ऐश उपयोग करने बाबत।

विभाग में फ्लाई ऐश से अर्थ वर्क के कार्य हेतु पूर्व जारी किये गये निर्देशों को अधिक्रमित करते हुये निम्नानुसार निर्देश जारी किये जाते हैं:-

1. सड़कों के इम्बेकमेंट का कार्य आई.आर.सी. स्पेशल पब्लिकेशन 58-2001 के अनुसार किया जाये।
2. ऐसे सड़क कार्य तथा आर.ओ.बी. के कार्य जिसमें इम्बेकमेंट की ऊँचाई 3 मीटर से अधिक हो में फ्लाई ऐश का उपयोग अनिवार्य रूप से किया जाये। यहाँ पर यह स्पष्ट किया जाता है जिसमें आर.ई.वाल का निर्माण किया जाना है उसमें फ्लाई ऐश का उपयोग न किया जाये।

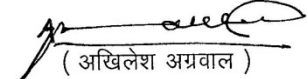
यह निर्देश केवल उन्हीं प्रकरणों में प्रभावशील होंगे जिसमें निर्माण कार्य थर्मल स्टेशन से 300 किलोमीटर की दूरी की परिधि में हों। उपरोक्तानुसार निर्देशों का कड़ाई से पालन किया जाये तथा इसे अनुबंध का हिस्सा भी बनाया जाये।


(अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग, मध्यप्रदेश

पू. क्र. संचार/लोनिवि/सर्कुलर /2016/ 2630
प्रतिलिपि -

भोपाल दिनांक 09-8-2016

1. निज सहायक, माननीय मंत्रीजी लोक निर्माण विभाग ।
2. प्रमुख सचिव, म.प्र. शासन, लोक निर्माण विभाग, भोपाल ।
3. समस्त अधीक्षण यंत्री, म.प्र. लोक निर्माण विभाग
4. समस्त कार्यपालन यंत्री, म.प्र. लोक निर्माण विभाग
5. आई.टी.सेल, कार्यालय प्रमुख अभियंता, लोक निर्माण विभाग, भोपाल की ओर। परिपत्र मेल से समस्त संबंधित को प्रेषित किये जाने एवं विभाग की वेबसाइट पर अपलोड किये जाने हेतु अग्रेषित ।


(अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग, मध्यप्रदेश

कार्यालय प्रमुख अभियंता,

म.प्र. लोक निर्माण विभाग, 27-28, निर्माण भवन, प्रथम तल, अरेरा हिल्स, भोपाल

Website : www.mppwd.gov.in

Phone No. - 0755-2551485, Fax - 2556527

Email : pwdbhop@mp.nic.in

क्रमांक/लोनिवि/2016/सर्कुलर/संचार/3625 भोपाल, दिनांक 25/10/2016
प्रति,

समस्त मुख्य अभियंता,
समस्त अधीक्षण यंत्री,
समस्त कार्यपालन यंत्री,
लोक निर्माण विभाग, मध्यप्रदेश ।

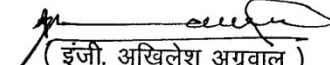
विषय :- कांक्रीट मार्ग (रीजिड पेवमेंट) निर्माण के कार्यों में गुणवत्ता सुनिश्चित करने के संबंध में निर्देश ।

संदर्भ:- इस कार्यालय का परिपत्र क्रमांक लोनिवि/2015/संचार/1069 भोपाल दिनांक 2-5-2016

उपरोक्त संदर्भित परिपत्र के बिन्दु क्रमांक-3 में निम्नानुसार आंशिक संशोधन किया जाता है।

पेवमेंट कांक्रीट का कार्य किये जाने के पश्चात बीम एवं कांक्रीट की 7 दिवस की स्ट्रेंथ ठीक पाये जाने पर ठेकेदार को संबंधित कार्य का 50 प्रतिशत भुगतान किये जाने के प्रावधान के स्थान पर 75 प्रतिशत का भुगतान किया जाये। शेष 25 प्रतिशत भुगतान 28 दिवस के पश्चात कार्य मापदण्डानुसार पाये जाने पर किया जाये। शेष निर्देश पूर्वानुसार ही रहेंगे।

उपरोक्त निर्देशों का कड़ाई से पालन किया जाना सुनिश्चित किया जाये।


(इंजी. अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

पृ. क्रमांक/लोनिवि/2016/सर्कुलर/संचार/
प्रतिलिपि -

भोपाल, दिनांक 23/10/2016

1. विशेष सहायक, माननीय मंत्री जी, म.प्र. शासन, लोक निर्माण विभाग भोपाल।
2. प्रमुख सचिव, म.प्र. शासन, लोक निर्माण विभाग, मंत्रालय, भोपाल।
3. वरिष्ठ निज सहायक, प्रमुख अभियंता लोक निर्माण विभाग निर्माण भवन अरेरा हिल्स, भोपाल।

1
(इंजी. अखिलेश अग्रवाल)
प्रमुख अभियंता
लोक निर्माण विभाग मध्यप्रदेश

SECTION 3 (Conditions of Contract)
Part - II Special Conditions of Contract [SCC]
Additional Special Conditions of Contract

BIDDERS ARE REQUIRED TO OFFER THEIR BIDS
EXCLUSIVE OF APPLICABLE GST. THE GST SHALL BE PAID BY
THE GOVT. TO THE CONTRACTOR SEPARATELY.

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय, भोपाल

क्रमांक एफ-53/2/2011/यो/19/

भोपाल, दिनांक.....

विषय- लोक निर्माण विभाग में अव्यवहारिक (unworkable rates) निविदा प्राप्त होने पर की जाने वाली कार्यवाही ।

संदर्भ- शासन का आदेश क्रमांक एफ-53/2/2011/यो/19/5788, दिनांक 25.10.2011

:: आदेश ::

राज्य शासन एतद् द्वारा लोक निर्माण विभाग में अव्यवहारिक (unworkable) निविदा प्राप्त होने पर की जाने वाली कार्यवाही के संबंध में उपरोक्त संदर्भित आदेश की कंडिका (iv) में निम्नानुसार संशोधन जारी करता है :

(iv) उपरोक्तानुसार अव्यवहारिक दरों (unworkable rates) के लिए ली गई अतिरिक्त परफार्मेंस गारन्टी (additional performance guarantee) की सशि ठेकेदार द्वारा मापदण्डानुसार सम्पादित कराये गये कार्य की मात्रा के अनुपात में समय समय पर विमुक्त (Release) की जाये ।

उपरोक्त आदेश तत्काल प्रभाव से लागू किया जाता है एवं इसके जारी दिनांक के पश्चात् आमंत्रित सभी निविदाओं में अतिरिक्त विशेष शर्त के रूप में जोड़ा जाये ।

मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार

(आर.के. मेहरा)
सचिव, म.प्र.शासन
लोक निर्माण विभाग

भोपाल, दिनांक 11-7-18

SE(G)

11/07/18

11/07/18

क्रमांक : एफ-53/2/2011/यो/19/ 2807

- प्रतिलिपि :-
1. प्रमुख संचालक, म.प्र. सड़क विकास निगम, भोपाल
 2. प्रमुख अभियंता, लोक निर्माण विभाग, भोपाल
 3. परियोजना संचालक, पी.आई.यू., लोक निर्माण विभाग, भोपाल
 4. समस्त मुख्य अभियंता, लोक निर्माण विभाग, म.प्र.
 5. समस्त अतिरिक्त परियोजना संचालक, पी.आई.यू., लो.नि.वि., म.प्र.
 6. समस्त अधीक्षण यंत्री, मण्डल कार्यालय, लोक निर्माण विभाग, म.प्र.
 7. समस्त कार्यपालन यंत्री, लोक निर्माण विभाग संभाग, म.प्र.
 8. समस्त सभागीय परियोजना यंत्री, पी.आई.यू., लो.नि.वि., म.प्र.
 9. निज सचिव मा0 मंत्रीजी, म.प्र.शासन, लोक निर्माण विभाग, भोपाल.
- की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित ।



सचिव,
मध्यप्रदेश शासन
लोक निर्माण विभाग

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मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक 4977/6871/2017/19/यो
प्रति,

भोपाल, दिनांक 23/09/2017

- ✓ प्रमुख अभियंता,
लोक निर्माण विभाग,
भोपाल।
- 2 प्रबंध संचालक,
म.प्र. रोड डेवलपमेंट कार्पो. लि.,
भोपाल।
- 3 समस्त मुख्य अभियंता (रा.रा. सहित),
लोक निर्माण विभाग,
म.प्र.

विषय: सड़क मार्गों में वर्तमान अनुबंधों के अंतर्गत परफारमेंस गारंटी को समाप्त किया जाना।
संदर्भ: प्रमुख अभियंता लोक निर्माण विभाग भोपाल का पत्र क्र. 401/सा/विविध/
103/2016/1080 दिनांक 17.11.2016

म.प्र. शासन लोक निर्माण विभाग के पत्र क्र. एफ-41/1/9/यो/0 दिनांक 31.10.2005 से सड़क मार्गों में वर्तमान अनुबंधों के अंतर्गत परफारमेंस गारंटी को समाप्त किये जाने के आदेश जारी किये गये थे, के सम्बन्ध में राज्य शासन एतद् द्वारा इस आदेश के तारतम्य में निम्न निर्देश जारी किये जाते हैं।

उन सड़कों पर जहाँ राज्य शासन अथवा सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार द्वारा पुनः किसी अन्य योजना में मार्ग का उन्नयन करने की स्वीकृति जारी की जाती है, वहाँ निम्न तालिकाओं के अनुसार राशि वसूल कर परफारमेंस गारंटी की शेष राशि ठेकेदार द्वारा विमुक्त की जाये।

तालिका क्रमांक-1

(3 वर्ष की पी.जी. हेतु)

पूर्ण किये गये वर्ष (वास्तविक पूर्णता की तिथि)		वसूली जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)	विमुक्त की जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)
प्रथम वर्ष तक	प्रथम तिमाही	60 प्रतिशत	40 प्रतिशत
	द्वितीय तिमाही	55 प्रतिशत	45 प्रतिशत
	तृतीय तिमाही	50 प्रतिशत	50 प्रतिशत
	चतुर्थ तिमाही	45 प्रतिशत	55 प्रतिशत
1 से 2 वर्ष तक	प्रथम तिमाही	40 प्रतिशत	60 प्रतिशत
	द्वितीय तिमाही	35 प्रतिशत	65 प्रतिशत
	तृतीय तिमाही	30 प्रतिशत	70 प्रतिशत
	चतुर्थ तिमाही	25 प्रतिशत	75 प्रतिशत
2 से 3 वर्ष तक	प्रथम तिमाही	20 प्रतिशत	80 प्रतिशत
	द्वितीय तिमाही	15 प्रतिशत	85 प्रतिशत
	तृतीय तिमाही	10 प्रतिशत	90 प्रतिशत
	चतुर्थ तिमाही	05 प्रतिशत	95 प्रतिशत
3 से 4 वर्ष तक		00 प्रतिशत	100 प्रतिशत

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श्री 25/9/17
साधारण
CE(P)
कार्यालय
नसी
25/4/17
9/10/17

प्रकरण क्र.-2 : वे सड़के जिनकी परफारमेंस गारंटी अवधि (4 वर्ष) हो।

जहाँ 4 वर्ष की परफारमेंस गारंटी हो वहाँ परफारमेंस गारंटी में से वसूली एवं विमुक्त की जाने वाली राशि तालिका क्रमांक-2 के अनुसार होगी।

तालिका क्रमांक-2

(4 वर्ष की पी.जी. हेतु)

पूर्ण किये गये वर्ष (वास्तविक पूर्णता की तिथि)	वसूली जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)	विमुक्त की जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)
प्रथम वर्ष तक	60 प्रतिशत	40 प्रतिशत
प्रथम तिमाही	56.25 प्रतिशत	43.75 प्रतिशत
द्वितीय तिमाही	52.50 प्रतिशत	47.50 प्रतिशत
तृतीय तिमाही	48.75 प्रतिशत	51.25 प्रतिशत
चतुर्थ तिमाही	45.00 प्रतिशत	55.00 प्रतिशत
1 से 2 वर्ष (द्वितीय वर्ष)	41.25 प्रतिशत	58.75 प्रतिशत
प्रथम तिमाही	37.50 प्रतिशत	62.50 प्रतिशत
द्वितीय तिमाही	33.75 प्रतिशत	66.25 प्रतिशत
तृतीय तिमाही	30 प्रतिशत	70 प्रतिशत
चतुर्थ तिमाही	26.25 प्रतिशत	73.75 प्रतिशत
शेष (तृतीय वर्ष)	22.50 प्रतिशत	77.50 प्रतिशत
प्रथम तिमाही	18.75 प्रतिशत	81.25 प्रतिशत
द्वितीय तिमाही	15.00 प्रतिशत	85.00 प्रतिशत
तृतीय तिमाही	11.25 प्रतिशत	88.75 प्रतिशत
चतुर्थ तिमाही	7.50 प्रतिशत	92.50 प्रतिशत
शेष (तृतीय वर्ष)	3.75 प्रतिशत	96.25 प्रतिशत
4 से अधिक	0 प्रतिशत	100 प्रतिशत

तालिका क्रमांक-3

(5 वर्ष की पी.जी. हेतु)

पूर्ण किये गये वर्ष (वास्तविक पूर्णता की तिथि)	वसूली जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)	विमुक्त की जाने वाली राशि (कुल परफारमेंस गारंटी राशि का प्रतिशत)
प्रथम वर्ष तक	60 प्रतिशत	40 प्रतिशत
प्रथम तिमाही	57.5 प्रतिशत	42.5 प्रतिशत
द्वितीय तिमाही	55.00 प्रतिशत	45.00 प्रतिशत
तृतीय तिमाही	52.5 प्रतिशत	47.5 प्रतिशत
चतुर्थ तिमाही	50.00 प्रतिशत	50.00 प्रतिशत
1 से 2 वर्ष (द्वितीय वर्ष)	47.50 प्रतिशत	52.50 प्रतिशत
प्रथम तिमाही	45.00 प्रतिशत	55.00 प्रतिशत
द्वितीय तिमाही	42.50 प्रतिशत	57.50 प्रतिशत

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2 से 3 वर्ष (तृतीय वर्ष)	प्रथम तिमाही	40.00 प्रतिशत	60.00 प्रतिशत
	द्वितीय तिमाही	37.5 प्रतिशत	62.5 प्रतिशत
	तृतीय तिमाही	35.00 प्रतिशत	65.00 प्रतिशत
	चतुर्थ तिमाही	32.5 प्रतिशत	67.5 प्रतिशत
3 से 4 वर्ष (चतुर्थ वर्ष)	प्रथम तिमाही	30.00 प्रतिशत	70.00 प्रतिशत
	द्वितीय तिमाही	27.5 प्रतिशत	72.5 प्रतिशत
	तृतीय तिमाही	25.00 प्रतिशत	75.00 प्रतिशत
	चतुर्थ तिमाही	22.5 प्रतिशत	77.5 प्रतिशत
4 से 5 वर्ष (पंचम वर्ष)	प्रथम तिमाही	20.00 प्रतिशत	80.00 प्रतिशत
	द्वितीय तिमाही	15.00 प्रतिशत	85.00 प्रतिशत
	तृतीय तिमाही	10.00 प्रतिशत	90.00 प्रतिशत
	चतुर्थ तिमाही	05.00 प्रतिशत	95.00 प्रतिशत
5 वर्ष से अधिक	-	0 प्रतिशत	100 प्रतिशत

इस संबंध में कार्यवाही करते समय निम्न बिन्दुओं का विशेष ध्यान रखा जावे :-

- 1- उक्त निर्देश प्रदेश के अधीन सभी राष्ट्रीय राजमार्गों, राज्य राजमार्गों, मुख्य जिला मार्गों, अन्य जिला मार्गों एवं ग्रामीण मार्गों पर लागू होंगे।
- 2- उपरोक्त निर्देशों को भविष्य में बुलाई जाने वाली निविदाओं में विशेष शर्त के रूप में सम्मिलित किया जाये।
- 3- मण्डी निधि तथा सी.आर.एफ. योजना में निर्मित सड़कों पर यह कार्यवाही केवल अति-आवश्यक स्थिति निर्मित होने पर ही की जाये।
- 4- यह पुनः स्पष्ट किया जाता है कि निर्धारित अवधि से पूर्व परफार्मेंस गारन्टी आंशिक रूप से विमुक्त करने की कार्यवाही उन्हीं मार्गों के लिए की जाये, जिन पर राज्य शासन द्वारा अथवा सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार द्वारा किसी अन्य योजना में मार्ग के उन्नयन/पुनर्निर्माण के लिए स्वीकृति जारी की गई हो।

सहपत्र:- शून्य

म0प्र0 के राज्यपाल के नाम से
तथा आदेशानुसार

(चन्द्रप्रकाश अग्रवाल)
सचिव

म0प्र0 शासन, लोक निर्माण विभाग

भोपाल, दिनांक 23/09/2017

पृ0क्रमांक 4578/6871/2017/19/यो

प्रतिलिपि:-

- 1- समस्त अधीक्षण यंत्री, लोक निर्माण विभाग, म.प्र.।
- 2- समस्त कार्यपालन यंत्री, लोक निर्माण विभाग, म.प्र. (राष्ट्रीय राजमार्ग संभाग सहित)
- 3- निज सचिव, माननीय मंत्री जी लोक निर्माण विभाग, भोपाल।

की ओर सूचनार्थ (केवल स.क्र. 3 हेतु) एवं आवश्यक कार्यवाही हेतु अग्रेषित।

सहपत्र:- शून्य

सचिव

म0प्र0 शासन, लोक निर्माण विभाग

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मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक एफ-58/5/2012/19/यो/138 भोपाल, दिनांक 08/01/2018

प्रति, प्रमुख अभियंता, लोक निर्माण विभाग, निर्माण भवन, भोपाल।

2 परियोजना संचालक, लोक निर्माण विभाग, परियोजना क्रियान्वयन ईकाई, भोपाल।

विषय: लोक निर्माण विभाग के कार्यों की गुणवत्ता सुनिश्चित करने के सम्बन्ध में।

संदर्भ: 1. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718 दिनांक 16.09.2013

2. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718 दिनांक 29.01.2016

3. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/3567 दिनांक 27.06.2016

लोक निर्माण विभाग के कार्यों की गुणवत्ता सुनिश्चित करने के सम्बन्ध में शासन के समसंख्यक ज्ञाप दिनांक 27.06.2016 में निम्नानुसार संशोधन किया जाता है :-

लोक निर्माण विभाग भवन/पथ एवं पी.आई.यू. के अधीनस्थ चल रहे सभी मूल निर्माण कार्यों एवं मजबूतीकरण/नवीनीकरण कार्यों में प्रयुक्त होने वाली सामग्री एवं सम्पादित किये गये कार्यों का परीक्षण केवल लोक निर्माण विभाग की विभागीय प्रयोगशालाओं से ही कराये जाये। अधीक्षण यंत्री या उनसे वरिष्ठ अधिकारी ISO/IEC 17011 के अनुसार कार्य करने वाली संस्था यथा NABL या अन्य कोई ऐक्रीडेटिंग संस्था जो कि प्रयोगशालाओं को ISO/IEC 17025 के अनुसार ऐक्रीडिट करती है, से टेस्ट कराने हेतु अनुमति प्रदान कर सकते हैं।

उपरोक्त निर्देश तत्काल प्रभाव से लागू किये जाते हैं।

(चन्द्रप्रकाश अग्रवाल)
सचिव
म0प्र0 शासन, लोक निर्माण विभाग
भोपाल, दिनांक

प्रक्रमांक एफ-58/5/2012/19/यो
प्रतिलिपि :-

1. समस्त मुख्य अभियंता, लोक निर्माण विभाग, परिक्षेत्र
2. समस्त अतिरिक्त परियोजना संचालक, लो.नि.वि., पी.आई.यू.
3. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग, मण्डल
4. समस्त कार्यपालन यंत्री, लोक निर्माण विभाग, संभाग
5. समस्त संभागीय परियोजना यंत्री, लोक निर्माण विभाग, पी.आई.यू.

सचिव
म0प्र0 शासन, लोक निर्माण विभाग

08-Jan-2018/PPW/3/2/2018/1

**OFFICE OF THE ENGINEER-IN-CHIEF
MADHYA PRADESH PUBLIC WORKS DEPARTMENT**
27-28 Nirman Bhawan Arera Hills, Bhopal (M.P.)

Website : www.mppwd.gov.in

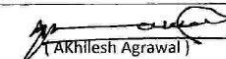
Tel . No. 0755-2551485, Fax 2556527

Email: pwdbhop@mp.nic.in

**SCHEDULE OF RATES FOR ROAD & BRIDGE WORKS (w.e.f. 29-08-2017)
(ERRATA/AMMENDMENT/ ADDENDUM No. 2)**

The following Amendments are made in the SOR for Road & Bridge Works issued by The Engineer-in-Chief MP PWD w.e.f 29-08-2017

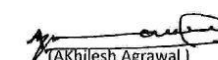
Ref.	Existing text	Amended text
General Notes Road Works, Note No. 3) Page No. 4	Note No. 3 The rates for any items shall include all such activities which are described in the corresponding items of "Specifications for road and bridge works" (5th Revision). In addition to these activities the rates shall be deemed to include charges for lease of borrow areas/ mines, royalty of material consumed in the works, any other taxes/toll imposed etc. if any, unless otherwise provided in the contract.	Note No. 3 The rates for any items shall include all such activities which are described in the corresponding items of "Specifications for road and bridge works" (5th Revision). In addition to these activities the rates shall be deemed to include charges for lease of borrow areas/ mines, royalty of material consumed in the works, any other taxes /toll imposed etc. if any, except GST unless otherwise provided in the contract.
General Notes Bride Works , Note No. 12 Page No. 7	12). ROYALTY AND OTHER TAXES Royalty, Octroi duty and all other taxes are included in the rates. No extra on this account shall be payable unless otherwise provided in the contract.	12). ROYALTY AND OTHER TAXES Royalty, Octroi duty and all other taxes except GST are included in the rates. No extra on this account shall be payable unless otherwise provided in the contract.


(AKhilesh Agrawal)
Engineer-in-Chief
MP PWD, Bhopal
Bhopal, dated 16-10-2017

Endt. No. SOR/Road/Comm./2016/ 44/4

Copy is forwarded to :

1. PA to Hon'ble Minister, PWD Bhopal.
2. The Principal Secretary, Govt. of M.P. MP PWD, Bhopal.
3. The Director General (Road Development), Ministry of Road Transport & Highway (Road Wing), Transport, New Delhi.
4. The Secretary to The Govt. of MP PWD, Bhopal.
5. The Chief Technical Examiner, MP Bhopal.
6. The Commissioner, Housing & Environment, Bhopal.
7. The Accountant General, MP Gwalior/ Bhopal.
8. The Secretary, Lokayukta, MP Bhopal.
9. All Chief Engineers MP PWD.
10. The Engineer in Chief, MPRDC, Bhopal.
11. The Chief Engineer, Rural Engineer Services MP Bhopal.
12. The Commissioner, Bhopal.
13. The Collector, Bhopal.
14. The Superintending Engineer, Capital Project Circle, CPA Bhopal.
15. All Superintending Engineer MP PWD,
16. All Executive Engineer, MP PWD.


(AKhilesh Agrawal)
Engineer-in-Chief
MP PWD, Bhopal

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक-एफ-53/02/2011/यो/19/524

भोपाल, दिनांक 14/02/2025

//आदेश//

मध्यप्रदेश शासन, लोक निर्माण विभाग द्वारा जारी आदेश क्रमांक-एफ-53/02/2011/यो/19/2022 भोपाल, दिनांक 10 अगस्त 2022 में अतिरिक्त परफॉरमेंस गारंटी की राशि की गणना के लिए उल्लेखित गणितीय विधा के बिन्दु क्रमांक 3(अ) एवं 3(ब) में निम्नानुसार संशोधन उपरांत प्रतिस्थापित किया जाता है:-

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

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

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

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

- 3.3 निविदा में 20 प्रतिशत से अधिक कम दर (RATES BELOW SOR BEYOND 20%) आने पर निविदा दर आने पर गणना निम्नानुसार होगी:-

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

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

- A. Probable Amount of Contract X 1 x Rates Below SOR Beyond 10% upto 20% = $100 \times 1 \times (10\%) = \text{Rs. 10.00 लाख}$

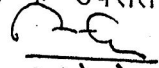
- B. Probable Amount of Contract X Rates Below SOR Beyond 20% = $100 \times 2 \times (4\%) = \text{Rs. 8.00 लाख}$

अर्थात् कुल अतिरिक्त परफॉरमेंस गारंटी की राशि- (A+B)=

Rs. 18.00 लाख

/2/

- 3.4 ऐसे अनुबंध में जिनमें 10 प्रतिशत कम दर की सीमा से अधिक कम दरों पर अनुबंध निष्पादित किये जाने उन अनुबंधित कार्यों के पूर्ण होने के उपरांत उनके अंतिम देयको का भुगतान संबंधित अधीक्षण यंत्री के निरीक्षण उपरांत संतोषजनक पाये जाने पर तदानुसार अधीक्षण यंत्री द्वारा अनुमति प्रदान किये जाने के पश्चात ही किए जावे।
- 3.5 उपरोक्त के अतिरिक्त कार्य स्थल पर स्थापित बैच मिक्स प्लांट, रेडीमिक्स कांकीट (RMC) प्लांट का अधीक्षण यंत्री के द्वारा निरीक्षण किये जाने के उपरांत ही कार्य प्रारंभ किया जावे।
- 3.6 राशि रुपये 2.00 से 10.00 करोड़ तक के कार्यों के लिये स्थल पर स्थापित लेबोरेट्री का निरीक्षण अधीक्षण यंत्री के द्वारा तथा राशि रुपये 10.00 करोड़ से अधिक के कार्यों के लिये स्थापित लेबोरेट्री का निरीक्षण मुख्य अभियंता द्वारा किये जाने के उपरांत ही कार्य प्रारंभ किया जावे।
- अतिरिक्त परफॉरमेंस गारंटी की एफ.डी.आर. कार्यपूर्णता के उपरांत ही विमुक्त की जा सकेगी।

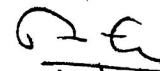

14/2/25
(ए. आर. सिंह)
उप सचिव

पृ. क्रमांक-एफ-53/02/2011/यो/19/525
प्रतिलिपि:-

म0प्र0 शासन, लोक निर्माण विभाग
भोपाल, दिनांक 14/02/2025

1. प्रमुख अभियंता, (सड़क/पुल) लोक निर्माण विभाग भोपाल।
2. प्रबंध संचालक, म.प्र. सड़क विकास निगम भोपाल।
3. प्रमुख अभियंता (भवन) लोक निर्माण विभाग भोपाल।
4. प्रबंध संचालक, म.प्र. भवन विकास निगम भोपाल।
5. विशेष सहायक, माननीय मंत्री जी लोक निर्माण विभाग भोपाल।
6. समस्त मुख्य अभियंता, (सड़क/पुल) लोक निर्माण विभाग।
7. समस्त मुख्य अभियंता, (भवन) लोक निर्माण विभाग।
8. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग मध्य प्रदेश।
9. समस्त कार्यपालन यंत्री लोक निर्माण विभाग मध्य प्रदेश।
10. कार्यपालन यंत्री, (भवन) लोक निर्माण विभाग मध्य प्रदेश।

की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।


14/2/25
उप सचिव

म0प्र0 शासन, लोक निर्माण विभाग