



M.P. INDUSTRIAL DEVELOPMENT CORPORATION LTD.,

BHOPAL

(A Government of Madhya Pradesh undertaking)

(FIRST CALL)

Tender Document

FOR

Upgradation Work at Industrial Area Hatod Dist. Dhar

MANAGING DIRECTOR

M.P. INDUSTRIAL DEVELOPMENT CORPORATION LTD.

(A Govt. of Madhya Pradesh undertaking)

21, ARERA HILLS,

BHOPAL, MADHYA PRADESH, 462011

E-mail : techcell@mpidc.co.in

M.P. INDUSTRIAL DEVELOPMENT CORPORATION LTD.,

BHOPAL (MP)

(A GOVT. OF MADHYA PRADESH UNDERTAKING)

Tender Document

Office of the :Managing Director,
M.P Industrial Development Corporation Ltd,
Bhopal

NIT Number and Date : No./MPIDC/CE/Tech-RFP/2026/264 dated 21.05.2026

Agreement Number and Date :

Name of Work : Upgradation Work at Industrial Area Hatod Dist. Dhar

Name of the Contractor :

Probable Amount of Contract

(Rs. In Figure) : Rs. 20.10 Crores

(Rs. In Words) :Rs. Twenty Crores Ten lacs Only.

Contract Amount

(Rs. In Figure) :

(Rs. In Words) :

Stipulated Period of Completion : 12 months (including rainy season)

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M.P. INDUSTRIAL DEVELOPMENT CORPORATION LTD., HO Bhopal (MP)

(A GOVT. OF MADHYA PRADESH UNDERTAKING)

SECTION 1

Notice Inviting e-Tenders (First call)

N.I.T. No.MPIDC/CE/Tech-RFP/2026/264

Dated: 21.05.2026

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

Name of Work	Upgradation Work at Industrial Area Hatod Dist. Dhar
District (s)	Dhar
Probable Amount of Contract	INR 20.10 Crores
Earnest Money Deposit (EMD)	Rs 10,05,000/-
Cost of Bid Document	Rs. 59,000/-
Category of Contractor	A Class Registered in MPPWD under Centralized Registration system
Completion Period (In Months)	12 months (Including rainy season).

1. Interested bidders can view and download the detailed NIT at the website <http://www.mptenders.gov.in>
2. The Bid Document can be purchased only online from 27.05.2026 from 05:30 PM to 18.06.2026, 03:00 PM.
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Signature and Designation

Notice Inviting e-Tenders
MP INDUSTRIAL DEVELOPMENT CORPORATION LTD.,
BHOPAL

21, ARERA HILLS, BHOPAL, MADHYA PRADESH , 462011

NIT No. MPIDC/CE /Tech-RFP/2026/264

Dated 21.05.2026

Online percentage rate bids including Engineering, Procurement, Construction, Testing, Commissioning including O&M, defect liability period for 5 (Five) years for the following works are invited from registered contractors and firms of repute fulfilling registration criteria:

S. No.	Name of Work	District	Probable Amount of Contract (Rs. in Rs Cr)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Category Of Contractor	Period of Completion (in Months)
1	Upgradation Work at Industrial Area Hatod Dist. Dhar	Dhar	20.10	10,05,000/-	59,000/-	Registration under PWD	12

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

Details can be seen in the Bid Data Sheet.

4. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.
- (b) The bidder would be required to have valid registration at the time of signing of the Contract.

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

5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
7. The Bid Document can be purchased only online from 27.05.2026 from 05:30 PM to 18.06.2026, 03:00 PM.

Other key dates may be seen in bid data sheet.

8. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Chief Engineer

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1.0 SCOPE OF BID

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

2.0 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.

3.0 PROCEDURE FOR PARTICIPATION IN E-TENDERING

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

4.0 ONE BID PER BIDDER

4.1 The bidder can be an individual entity only. No JV is permitted, unless stated otherwise.

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

5.0 Cost of Bidding

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

6.0 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

7.0 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

- ii. Part II - Special Conditions of Contract
- 4. Specifications
- 5. Drawings
- 6. Bill of Quantities
- 7. Technical and Financial Bid
- 8. Letter of Acceptance
- 9. Agreement
- 10. Any other Document(s), as specified.

8.0 Bidder's responsibilities

- 8.1 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.

9.0 Pre-Bid Meeting (where applicable)

Wherever the Bid Data Sheet provides for pre-bid meeting

- 9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his / her option, give such clarifications as are felt necessary. In case there is no pre-bid meeting then also any prospective bidder may raise his queries and/or seek clarifications in writing.
- 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.

10.0 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

11.0 Online BID preparation

11.1 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.

12.0 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 the bid. Online **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i. Copy of registration in MPPWD in appropriate class and organizational details in format given in the bid data sheet.
- ii. Receipt of Payment of the cost of Bid Document;
- iii. Earnest Money; and
- iv. An affidavit duly notarized.

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

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

13.0 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.

14.0 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 as per law

15.0 Financial BID

- i. i. The bidder shall have to quote Percentage of (%) 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. 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. iii. 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.

16.0 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.

17.0 EARNEST MONEY DEPOSIT (online only)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), for the amount specified in the Bid Data Sheet.
- 17.2 NA
- 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 after appointment of successful bidder.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. SUBMISSION OF BID

- 18.0 The bidder is required to submit online bid duly signed digitally, and Envelope “A”

online only as prescribed in the bid data sheet.

E. OPENING AND EVALUATION OF BID

19.0 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 Envelope: “B”. Envelope: “C” (Financial Bid) of bidders who are not qualified in Technical Bid (Envelope “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 Envelope “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.

20.0 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.

F. AWARD OF CONTRACT

21.0 AWARD OF CONTRACT

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

22.0 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. as mentioned in the RFP.

23.0 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. A separate work order shall be issued by the Employer to the contractor for commencement of work.
- 23.3 In the event of failure of the successful bidder to submit Performance Security and additional performance security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

24.0 CORRUPT PRACTICES

- i. 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 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.
 - a) For the purposes of this provision, the terms set forth above are defined as follows:
 - “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

S.No.	Particulars	Data
1	Office Inviting Tender	MP Industrial Development Corporation, Bhopal
2	NIT No.	MPIDC/CE/Tech-RFP/2026/264
3	Date of NIT	21.05.2026
4	Bid document download available from date & time	As per Annexure A
5	Website link	http:// www.mptenders.gov.in

Nit Clause	Particulars	Data
1	Portal Fees (also known as processing fee)	As notified in E-Tendering Website
2	Cost of Bid Document	Rs. 59,000/- (Rupees Fifty Nine Thousand only)
	Cost of Bid Document Payable at	Online
	Cost of Bid Document In favor of	Online
3	Affidavit Format	As per 'Annexure- B'
4	Pre-qualifications required	Yes
	If Yes, details	As per Annexure C
5	Special Eligibility	Not Applicable
	If Yes, details	As per 'Annexure -D'

6	Key dates	As per 'Annexure -A'
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ITB Clause	Particulars	Data
1	Name of the "Work"	Upgradation Work at Industrial Area Hatod Dist. Dhar
2	Specifications	As per 'Annexure – E
3	Procedure for participation in e tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed.	No
	If yes, requirement for Joint Venture	NA
9	Pre bid meeting to be held	No. Queries can be sent on mail at techcell@mpidc.co.in upto 03/06/26 till 5:00 PM
	If Yes, Date, Time & Place	-
12	Envelope-A containing : i. Receipt of Cost of Bid Document ii. EMD receipt	Only Online
14	Envelope-B Technical Proposal	Technical Proposal & All Annexures duly filled & signed
15	Envelope-C Financial Bid	As per provided BOQ online only
	Materials to be issued by the department	Not Applicable
16	Period of Validity of Bid	180 Days from date of opening of bids
17	Earnest Money Deposit	Rs. 10,05,000/-
	Forms of Earnest Money Deposit	Online through MP Tender Portal

	EMD valid for a period of	Six Months after the last date of receipt of bids
	FDR/DD must be drawn in favor of	Online submission through MP Tenders Portal
21	Letter of Acceptance (LoA)	As per 'Annexure -L'
22	Amount of Performance Security	5% of the Contract Amount
	Additional Performance Security, if any	Yes, If the bid of the successful bidder is found to be more than 10% (Ten percent) below PAC amount, then the bidder shall have to deposit additional performance security in the form of Fixed Deposit as per : As per order no. F53/02/2011/YO/19/524 Bhopal 14thFebruary 2025 , Issued by Secretary MP Gov., PWD , Mantralaya, Bhopal
	Performance Security in the format	As per 'Annexure- M'
	Performance Security in favor of	Executive Director, MPIDC, Indore / As mentioned in LOA.
	Performance Security valid up to	3 (three) months from the date of expiry of the Defect Liability Period. In case the construction period of the work is extended beyond the stipulated completion period, the bank guarantee against performance security shall have to be extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.
	Additional performance security valid up to	Completion period plus three months

Annexure – A
(See clause 1, 7 of Section 1 – NIT)

KEY DATES

S. No	Works Department Stage	Bidder's Stage	Start		Expiry	
			Date	Time	Date	Time
1		Purchase of Tender – Online	27.05.26	5:30 pm	18.06.26	3:00 pm
		Bid Submission– Online	12.06.26	12:00 pm	18.06.26	3:00 pm
3	Pre-bid Queries on Mail at techcell@mpidc.co.in upto		-	-	03.06.26	5:00 pm
4	Opening	-	19.06.26	3:30 pm	-	-

Annexure – B

(See Clause-3 of Section 1 – NIT)

|| AFFIDAVIT ||

(To be Contained in Envelope-B)

(On Non Judicial Stamp of Rs. 100)

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

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

I/we 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 turn-over is correct.
 - c. Information regarding various Technical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above Para's 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)

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Technical:

- i. Experience of having successfully Completed:
 - a) Three **similar works** each costing not less than the amount equal to 20% of PAC during the last 5 financial years;
 - or
 - b) Two **similar works** each costing not less than the amount equal to 30% of PAC during the last 5 financial years;
 - or
 - c) One **similar work** of cost not less than the amount equal to 50% of PAC during the last 5 financial years;

Similar Work Means

Completed work for Construction of Road work and Drain Work in a single Contract, for Govt. /Semi Govt. /Govt. owned corporation etc. under a single work order. –

- Note:** 1. Certificate issued by the Principal Employer (Not below rank of Executive Engineer rank) should be submitted for each executed similar work. Projects executed in India shall only be considered.
3. If a project is virtually completed upto 90%, it shall be treated as completed project.

B) Financial :

- i. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 05 financial years 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 certified by the C.A.

C) JV- Not Allowed.

D. Bid Capacity – Bid Capacity of the bidder shall not be less than PAC amount and shall be worked out as given in format I-2 of Annexure-I

E) Financial Position – The bidder should demonstrate that he has access to, or has available, liquid assets (aggregates of working capital, cash in hand and uncommitted bank guarantees) and/or credit facilities of not less than 10% of the value of the contract/contracts applied for (construction cash flow may be taken as 10% of the estimated value of contract/contracts)
(As per the Bank Certificate – Annexure X)

F) Physical (Not Applicable)

- i. Physical qualification required for the work in last five financial years shall be

as below :-

S.no	Particular	Physical Quantity
A	Mandatory minimum Physical qualification required	
1 (a)	Tar Road min. 5.5 m wide	 km
B	Any four physical qualification required from the following criteria	
1	Overhead Tank (single work)	 KLD
2	Water Supply, Sewage Pipeline (Cumulative)	 km
3	RCC Storm Water (Cumulative)	km
4	Boundary wall (Cumulative)	km
5	WTP Minimum 0.5 MLD	... MLD

G)Base Year Escalation:

The base year shall be taken as Financial year 2024-25

Following enhancement factors will be used for the Turnover and experience figures:

Financial Year	Multiplying Factor
2023-24	1.10
2022-23	1.21
2021-22	1.33
2020-21	1.46
2019-20	1.61

Applicant should indicate actual figures of Turnover without accounting for the above mentioned factors

G) Disqualification

In addition to clauses as mentioned above, bidders are subjected to be disqualified if they have:

1. Made misleading or false representation in the form, statements, submitted.
2. Records of poor performance such as not properly completing the contract, inordinate delays in completion, abandoning the work, rescinding the contract for which the reasons are attributable to the non-performance of the contractor.
3. In case of any pending litigations against the bidder.

Annexure – D

(See Clause-6 of Section 1 – NIT)

SPECIAL ELIGIBILITY CRITERIA

NOT APPLICABLE

Annexure – E
(See Clause-2 of Section 2-ITB & Clause 10 of GCC)

Specifications

1. MoRTH Specification (Vth Revision) for Road and Bridge Works.
2. MP PWD Specification.
3. Specifications as mentioned in the Schedule of Rates of following SOR's as amended upto date of date of issue on NIT;
 - a. Schedule of rates for building works in PWD, MP.(w.e.f 01-01-2024),
 - b. Schedule of rates for electrical works in PWD, MP.(w.e.f 15-09-2022); MPMKVVCL SOR 2023-24
 - c. Schedule of rates for Road & Bridge works in PWD, MP.(w.e.f 11-04-2025),
 - d. UADD SOR w.e.f. 02.08.2021
 - e. MPPHE USR w.e.f. 01.09.2023

The items which are not given in SOR have been taken as per current market rates

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.

**GUIDELINES TO CONTRACTORS FOR IMPLEMENTATION OF
E-PROCUREMENT SYSTEM IN MPIDC, GOVERNMENT OF MADHYA PRADESH**

<https://www.mptenders.gov.in>

Note: These will over rule the stated in the tender documents, wherever relevant and applicable.

1. Registration of Bidders on e-procurement System:

All the Bidders registered / intending to work with MPIDC, are required to register on the e-procurement System on the website <https://www.mptenders.gov.in> and get empanelled on <https://www.mptenders.gov.in> in order to participate in tenders processed by MPIDC, using the e-procurement System.

The Bidders registered with other departments who are also eligible to participate in tenders processed by MPIDC, are also required to be registered on the e-procurement System on <https://www.mptenders.gov.in>

2. Digital Certificate:

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The bidders may obtain Class III Digital 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 Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: It may take up to 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain them at the earliest.

Important Note: Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and Upload their bids.

In case, during the process of a particular tender, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online.

Hence, the bidders are advised to keep their Digital Certificates in a safe place

under proper security to be used whenever required.

The digital certificate issued to the Authorized User of a Partnership Firm / Private Limited Company / Public Limited Company / 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/ any other person (having designated authority to authorize a specific individual) 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 tenders 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-procurement System, the computer system of the bidder is required to be set up for Latest version of Java, Operating System, Internet Connectivity, Utilities Fonts, etc. A help file on setting up of the Computer System can be obtained from the portal.

4. Publishing of NIT

For the tenders processed using the e-procurement system, only a brief Advertisement related to the tender shall be published in the newspapers and the Detailed Notice shall be uploaded only on the e-procurement system. The bidders can view the Detailed Notice and the time schedule for all the tenders" processes using the e-procurement System on the website <https://www.mptenders.gov.in>

5. Key Dates

The bidders are strictly advised to follow the time schedule (Key Dates) of the Tender for their side for tasks and responsibilities to participate in the tender, as all the stages

of each Tender are locked before the start time and date and after the end time and date for the relevant stage of the Tender as set by the concerned Department Official.

6. Purchase of Tender Documents:

The tender document can be purchased **ONLY** online. The tender shall be available for purchase to concerned eligible bidders immediately after online release of the tender and up to scheduled date and time as set in the key dates. Arrangements have been made for the Bidders to make payments online via Credit Card / Internet Banking. In case of online tendering, the application form for the purchase of tender documents shall not be required.

The bidder can purchase the tender documents online by making online payment of tender document fees using the service of the secure electronic payments gateway (see point 7 below for further details), and should print out the system generated receipt of their reference which can be produced whenever required.

7. Electronic Payment Account:

As the tender documents shall be available for purchase only online, bidders are required to pay the tender document fees online using the Online Payments Gateway Service integrated into the e-Procurement System. For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link “List of e-payments accepted online” on <https://www.mptenders.gov.in>

8. Preparation of Bids and Submission of Bid Online by the Bidders:

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 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.

9. Submission of Earnest Money Deposit: Online,

10. Opening of Tenders:

The concerned Department Official receiving the tenders or his duly authorized Officer shall first open the online Earnest Money Deposit and copy of Tender Purchase Receipt envelope of all the Bidders and verify the scanned copy of the Earnest Money Deposit and copy of Tender Purchase Receipt uploaded by the

Bidders. He shall check for the validity of Earnest Money Deposit as required. He shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the commercial and other envelopes of the concerned Bidders received online shall not be opened.

The concerned official shall then open the Technical Proposal envelopes submitted online and physical by the Bidders in the presence of the Bidders or their authorized representatives who choose to be present in the order of opening. He will match the Bid seal (Hash) of each envelope and the documents uploaded, during the respective opening, with the hash submitted by the Bidders during the **Bid Preparation** stage. In the event of a mismatch, the Bid data in question shall be liable for a due process of verification by the Nodal Officer of e-procurement System of Public Works Department.

JOINT VENTURE (J.V.) – Not Applicable

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

1. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - a. one of the partners shall be nominated as being lead partner and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - b. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - c. the partner in charge shall be authorized to incur liabilities and instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. all partners of the joint venture shall be liable jointly and **severally** for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] **above** as well as in the bid and in the Agreement [in case of a successful bid];
 - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should **have** active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners; and
 - g. A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.

(Amended as per Govt. Order no 4648/2023/19/YO Bhopal, dated 26.09.2023)

2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of a Joint Venture shall be in the name of the Lead partner / Joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatories) on behalf of the joint venture.
5. Attach the agreement among all partners of the joint venture [which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders.
6. Furnish details of participation proposed in the joint ventures as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

<i>PARTICIPATION DETAILS</i>	<i>FIRM 'A' (Lead Partner)</i>	<i>FIRM 'B'</i>
Financial		
Name of the Banker(s)		
Planning		
Construction Equipment	Not Applicable	
Key Personnel		
Execution of Work (Give details on contribution of each)		

Annexure – H

(See Clause-12 of Section 2 – ITB & Clause 4 of GCC)

**ORGANIZATIONAL DETAILS
(To be Contained in Envelope-B)**

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

12.	Designation	
13.	Postal Address	
14.	Telephone 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 closed.*

Signature of Bidder with Seal

Date: _____

Annexure –I

(See Clause-14 of Section 2 – ITB)

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:I-1)
2	Annual Turnover	Annexure-I (Format:I-2)
3	List of technical personnel for the key positions	Annexure-I (Format:I-3)
4	List of Key equipments/machines for Quality control labs	Annexure-I (Format:I-4)
5	List of Key equipments/machines for Construction work	Annexure-I (Format:I-5)
5	Details of Pending Litigations	Annexure-I (Format:I-6)
6	PAN, GST and MPPWD Registration	
7.	Non Blacklisting Certificate	Annexure Y
8	Bank Certificate	Annexure Z

Note:

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

Annexure – I (Format: I-1)
(See Clause-14 of Section 2 – ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS (AS PER ANNEXURE C)

A. Financial Requirement:

The bidder should have completed either of the below:

- a) Three **similar works** each costing not less than the amount equal to 20% of PAC during the last 5 financial years; or
- b) Two **similar works** each costing not less than the amount equal to 30% of PAC during the last 5 financial years; or
- c) One **similar work** of cost not less than the amount equal to 50% of PAC 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*

Execution of similar items of work in anyone financial year during the last 5 financial years' work.

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

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

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

B. Physical Requirement:

Should not be less than the minimum physical requirement fixed for the work, if applicable:

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 (RCC)					
4	Pipeline Work					
5	RCC Overhead Tank					

Note:

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

Clarification:

In this regard it is clarified that the requirement in Annexure-C as well as in Annexure -I are generally for having completed similar work in last 5 financial years. However the bidders who have executed a part of the project during last 5 financial years, and that part covers all the major items of construction and the value of such executed part is more than the qualified amount mentioned in Annexure-C and / or Annexure-I shall be considered.

It is clarified that works completed/executed before last date of bid submission in the current financial year shall also be considered towards works experience requirement described in Annexure-C and Annexure-I-1 of the document. Therefore for this purpose the works completed/executed during current financial year up to last date of Bid submission shall be considered in this case last 5 financial year will be counted as current financial year and 4 years backwards.

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

ANNUAL TURN OVER (AS PER ANNEXURE C)

Requirement:

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 05 financial years;

To be filled in by the contractor:

Financial Year	Payments received for contracts in progress or completed

Note:

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

Bid Capacity

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

Bid Capacity = (1.5 A X B) - C

Where

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

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

Guidelines of Minimum Technical Personnel for the Key Positions

Minimum requirement						Available with the bidder					
S. No	Key Position	Minimum requirement	Qualification	Age	Similar work experience	S.No	Key Position	Minimum requirement	Qualification	Age	Similar work experience
1	Project Engineer	1	BE/ ME Civil	20 years							
2	Site Engineer	1	BE Civil	5 years							
3	Surveyor	1	Diplo ma/ BE Civil	5 years							
4	Quality Control Engineer	1	BE Civil	10 years							
5	Lab Technicia n	1	Diplo ma / BE Civil	5 years							
6	Electrical Engineer	1	B E Elect rical	5 years							

Annexure – I (Format: I-4)

(See Clause-14 of Section 2 – ITB)

Guidelines of Key Equipment/Machines for Quality Control Labs

List of Key Equipment's/Machines for Quality Control Labs

Minimum requirement			Available with the bidder	
S. No.	Name of Equipment/Machinery	Quantity	Name of Equipment/Machinery	Quantity
	As per annexure – Q.			

FIELD TESTING INSTRUMENTS

	Minimum Requirement		Available with the Bidder	
S.NO	Name of Instrument	Quantity	Name of Instrument	Quantity
	REQUIRED AS PER MORTH Rev-5, IRC, IS AND OTHER RELAVANT CODES			

Annexure – I (Format: I-5)

(See Clause-14 of Section 2 – ITB)

Guidelines of Key Equipment / Machines / formwork for Construction Work

Minimum requirement			Available with the bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
1	Excavator cum loader with sufficient number of dumpers / trucks	06 Nos.		
2	Mechanical Grader	02 Nos.		
3	RMC plant of capacity 100cum or 60cum	01 No.(100cum) or 02 (60cum) Nos.		
4	Slip Form paver	01 No.		
5	Electronic Sensor Paver	01 No.		
6	Dumpers	16 Nos.		
7	Miller/Transit Mixer	06 Nos.		
8	Diesel Generator (Separately for Office and equipment) (100 KVA) (50 KVA)	02 No. 01 Nos. 01 Nos.		
9	Needle Vibrators	08 Nos.		

10	Vibratory / Tandem Roller (8-10 Tones)	04 Nos.		
11	Concrete breaker	01 No.		
12	Bar bending and cutting machine	01 No.		

Annexure-I (Format: I-6)
(See Clause 14 of section 2-ITB)

Pending Litigation

Applicant's legal name:

Date:

Pending Litigation			
No pending litigation. <input style="width: 40px; height: 20px;" type="checkbox"/>			
If Yes, the details areas indicated below <input style="width: 40px; height: 20px;" type="checkbox"/>			
Financial Year	Matter in Dispute	Value of Pending Claim in Rs. Crore	Value of Pending Claim AS A Percentage of Net Worth at the end of Financial year
Average of three financial years			

Signature of Bidder

Annexure – J

(See Clause-14 of Section 2 – ITB)

FINANCIAL BID (online in provided BOQ only)

NAME OF WORK: Upgradation Work at Industrial Area Hatod Dist. Dhar.

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

Signature of Bidder

Name of Bidder

The above bid is hereby accepted by me on behalf of the Managing Director, MPIDC, Bhopal dated the..... Day of 20

Signature of Officer by whom accepted

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

MATERIALS TO BE ISSUED BY THE DEPARTMENT - NA

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

Annexure – L

(See Clause-21 of Section 2 – ITB)

LETTER OF ACCEPTANCE

No.

Dated

To, M/s.....

(Name and address of the contractor)

Subject:

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the Executive Director, MPIDC,..... at your bided percentagebelow/ above or at par the Bill of Quantities and item / package 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) (Rupeesin words only). The performance security shall be in the shape of term deposit receipt / bank guarantee of any nationalized bank valid up to six months after the expiry of defects liability period.
- b) Sign the contract agreement.
- c) Please note that the time allowed for carrying out the work as entered in the bid is months shall be reckoned from the date and time of signing the contract agreement.

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

Yours Faithfully
Executive Engineer

(See Clause-22 of Section 2 – ITB)

PERFORMANCE SECURITY

(Bank Guarantee Format)

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.

Our liability under this Bank Guarantee shall not exceed Rs. (Rs. only) & we further declare that this Bank Guarantee will be valid from to

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 _____

SECTION 3
CONDITIONS OF CONTRACT

Part – I General Conditions of Contract

S.No	Particulars	S. 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	31	Price Adjustment
11	Works Discoveries	32	Mobilization and Construction Machinery Advance
12	Dispute Resolution System	33	Secured Advance
	B. Time Control	34	Payments Certificates
13	Program		E. Finishing the Contract
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	Final Account
16	Contractor's quoted percentage		F. Other Conditions of Contract
	C. Quality Control	37	Currencies

17	Tests	38	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labour Regulations & Laws
	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

1.0 Definitions

- 1.1** Bill of Quantities: means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2** Chief Engineer: means Chief Engineer, MPIDC, Ltd., Bhopal (MP)
- 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 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 MPIDC, Ltd., Bhopal
- 1.13** Drawings: means drawing including calculations and other information provided or approved by the Engineer-in-Charge. For the carried out the work
- 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. Or authorized

firm/entity appointed by the employer.

- 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 (Procurements) including consumables, used by the Contractor for incorporation in the work.
- 1.21** Superintending Engineer: means Superintending Engineer-in-Charge of the Circle concerned.
- 1.22** Stipulated period of completion: means the period in which the Contractor is required to complete the work. The stipulated period is specified in the Contract Data.
- 1.23** Specification: Means the specification of the work included in the contract and any modification or addition made or approved by the Engineer-in-Charge (Description of items to be carried out work approved by 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. (Only after approval from competent authority in special condition)
- 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, Tendered / Bidder: are the synonyms and carry the same meaning where ever used.
- 1.28** Variation: means any change in the work which is instructed or approved as variation under this contract.
- 1.29** Work: The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2.0 Interpretations and Documents

2.1 Interpretations: In the contract, except where the context requires otherwise:

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

2.2 Documents Forming Part of Contract:

- a. NIT with all amendments.
- b. Instructions to Bidders (ITB, Bid Data Sheet with all Annexure)
- c. Conditions of Contract:
 - i. Part I General Conditions of Contract and the Contract Data; with all Annexure
 - ii. Part II Special Conditions of Contract.
- c. Specifications
- d. Drawings
- e. Bill of Quantities
- f. Technical and Financial Bid'
- g. Agreement, and
- h. Any other documents, as specified.

3.0 Language and Law

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

4.0 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 keep in advance & immediately

notified to Engineer-in- Charge.

5.0 Subcontracting :-

Subcontracting shall be permitted for contract value more than amount specified in the contract Data with following condition:-

Is the specialized agency to carried out work in special condition with the approval of competent authority

- 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.MP.

6.0 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 24 hours and has no further connection with the Works in the Contract.

7.0 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:
- e. War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- f. Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- g. 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
- h. 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 (Not Applicable).

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.

8.0 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.

9.0 Liability for Accidents to Person

The contractor shall be deemed to have indemnified and saved harmless the Government / Employer 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.

10.0 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.

11.0 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.

12.0 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, Managing Director, MPIDC, Ltd, Bhopal shall decide the matter within 45 days.

12.4 Appeal against the order of the Competent Authority can be referred 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 referred 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

13.0 Program

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

13.2 The program shall be supported with all the details regarding key personnel, equipment, tools and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Program.

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

13.4 The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may 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 Program has been submitted.

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

14.0 Extension of Time

14.1 If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-Charge shall forward the aforesaid application to the Competent Authority as prescribed in contract data sheet.

14.2 The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause- 15 of this agreement.

14.3 In case the work is already in progress, the Contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

15.0 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.

16.0 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, if any. •

17.0 Tests

17.1 The Contractor shall be responsible for carrying out the tests prescribed in specifications and 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 equipment's 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.

18.0 Correction of Defects noticed during the Defect Liability Period and operation & maintenance period:

18.1 The Defect Liability Period and operation & maintenance period of work in the contract shall be as per the Contract Data and bid document.

18.2 The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period and operation & maintenance period. The Defect Liability Period and operation & maintenance 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 and operation & maintenance 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. Or work may be carried out by other agency within the satisfactory manner which is approved by MPIDC and cost of work shall be deducted from the bill of contractors or by other means also.

D. Cost Control

19.0 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.

20.0 Extra items

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

21.0 Payments for Variations and / or Extra Quantities

The rates for such additional (Extra quantity), altered or substituted work / extra

Items under this clause shall be worked out in accordance with the following provisions in their respective order:-

- a) The contractor is bound to carry out the additional (Extra quantity) work at the same rates as are specified in the contract for the work.
- b) If the item is not in the priced BOQ and is included in the SOR of MPPWD and as adopted in MPIDC, Ltd., Bhopal & technical specification of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate as applicable in MPPWD and as adopted in MPIDC Ltd., Bhopal for building works i.e. 01.01.2024 and for road works i.e. 11/04/25 with its all amendments up to issue of NIT (1st call) and other SOR as per bid.
- c) If the rates for the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
- d) If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates minus /plus/at par 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.

22.0 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.

23.0 No Interest Payable

No interest shall be payable to the Contractor on any payment due / awarded by any authority / against any security deposits.

24.0 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. The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land Revenue Code.

25.0 Tax

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

25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor. The amount of royalty shall be deducted by the dep't. Until the N.O.C. online clearance certificate from mining dep't / dist. Authority is not produced 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.

25.4 GST for all civil, electrical, water supply etc. items shall be payable as per prevailing rules by department.

25.5 Good & Service Tax (GST) for work contract service

The contractor/successful bidder shall be abiding by the GST laws, the following conditions are required to be fulfilled:-

- a) Contractor must have valid GST registration.
- b) As per PWD manual financial bid will inclusive of all taxes except GST. TDS shall be deducted as applicable by the law in force at the time being.
- c) Financial bid should be excluded GST, GST is additionally payable, if not exempted under GST laws.
- d) Contractor will have to be raised proper GST invoice, mentioning clear-cut bifurcation like different value of road and building separately basic amount, SGST, CGST and IGST tax amount if applicable etc. in pursuance to invoicing rules prescribed in GST law along with SAC/HSN code.
- e) Financial comparison for determination of L1, L2 shall be done deemed to be excluding applicable GST amount. But other all taxes amount will be inclusive.
- f) GST, TDS shall be deducted if applicable under GST law at the time of bill passing date.
- g) Successful bidder will have to file applicable GST return within scheduled time frame under GST law (GSTR01,02,03 etc.), if failure in filing such return within schedule time frame is found, MPIDC Ltd shall have the right to deduct/recover such involved GST amount, Interest penalty etc. accordingly , and none of any excuse shall be considered.
- h) In situation of non-compliance of GST provisions, MPIDC may hold the due payments of contractor.
- i) Contractor will have to follow changes of GST law if any done by the GST department.

- j) Contractor will have to follow orders/instructions or any changes by the Central/State Govt. pertaining to this work taxes.

26.0 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.

27.0 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 Abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
- 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 subparagraph (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

28.0 Payment upon Termination

28.1 If the contract is terminated under clause 27.3, the engineer shall issue a certificate for value of the work accepted on final measurements, less Advance Payments and Penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.

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

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

29.0 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.

30.0 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 If deduction of security deposit from running bills exceeds Rs.50 lacs, security deposit may be replaced, during execution, at any time on demand of the bidder by

equivalent amount of bank guarantee assigned to the Employer, with validity up to 6 (six) months beyond the completion of operation maintenance period.

30.3 The Security Deposit shall be refunded on completion of 6 months beyond defect liability period.

31.0 Price Adjustment (Not Applicable)

31.1 Applicability

- a. Price adjustment shall be applicable only if provided for in the Contract Data.
- b. The price adjustment clause shall apply only for the works executed from the date of signing of the agreement until the end of the initial intended completion date or extensions granted for reasons attributed to the Employer by the Engineer. (**Applicable as per contract data sheet**)
- c. The Contractor shall not be entitled to any benefit arising from the price adjustment clause for extension in the contract period for reasons attributed to the Contractor.
- d. In the Force Majeure event the price escalation clause shall apply.

31.2 Procedure

- a. Contract price shall be adjusted for increase or decrease in rates and price of, cement, Steel, POL in accordance with following principles and procedures and as per formula given in the contract data.
- b. The price adjustable shall be determined during each quarter from the formula given in the contract data.
- c. Following expression and meaning are assigned to the work done during each quarter:
$$R = \text{Total value of work during the quarter. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the quarter, less value of material issued by the department, if any, during the quarter.}$$
- d. Weight ages of various components of the work shall be as per the Contract Data.

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

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

31.5 For the purpose of clarity it is pointed out that the price adjustment may be

either positive or negative, i.e. if the price adjustment is in favor of the Employer, the same shall be recovered from the sums payable to the Contractor.

32.0 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.

33.0 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 steel 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.

34.0 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 G.C.C.

E. Finishing the Contract

35.0 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.

36.0 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

37.0 Currencies

All payments will be made in Indian Rupees.

38.0 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.

39.0 Compliance with Labour Regulations

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

amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct from any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

40.0 Audit and Technical Examination

MP Industrial Development Corporation Ltd 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 and found not 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 MPIDC 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 MPIDC to Contractor.

41.0 Death or Permanent Invalidity of Contractor

If the Contractor being an individual or a proprietary concern, partnership concern, dies during the period 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.

42.0 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.

Contract Data Sheet

Clause Reference	Particulars	Data
1.14	Employer	MPIDC, Bhopal (MP)
1.15	Engineer	Junior Engineer, Assistant Engineer, Executive Engineer
1.16	Engineer in Charge	Executive Engineer, MPIDC
1.22	Stipulated Date of Completion	12 months (including rainy season)
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.	MP Industrial Development Corporation LTD, Bhopal 21, Arera Hills, Bhopal, Madhya Pradesh , 462011 E-mail : techcell@mpidc.co.in
5	Subcontracting permitted for the Contract Value	Allowed as per terms and condition 25% of PAC except specialized work with prior approval of Engineer In charge
6	Technical Personnel to be provided by the contractor Requirement	As per Annexure I (Format I-3)
	Penalty, if required Technical Personnel not employed	1. Project Engineer Rs. 2,50,000/- per month 2. Site Engineer/ Electrical Engineer: Rs.1,50,000/- per month per Person. 3. Surveyor: Rs. 50,000/- per month 4. Quality Control Engineer: Rs. 80,000/- per month per Person. 5. Lab Technician: Rs 50,000/- per month per Person.
10	Specifications	As per 'Annexure - E'
	Drawings	As per 'Annexure - N'
12	Competent Authority for deciding dispute under Dispute Resolution System	Chief Engineer, MPIDC, Ltd., Bhopal
	Appellate Authority for deciding dispute under Dispute Resolution System	Managing Director, MPIDC, Ltd., Bhopal

13	Period for submission of updated construction program	21 days from the date of signing the agreement
	Period for submission of updated construction program	After every Three months (Quarterly)
	Amount to be withheld for not submitting construction program in prescribed period	Rs. 5,00,000/- per week
14	Competent Authority for granting Time Extension	Chief Engineer , MPIDC, Ltd, Bhopal beyond 30 days
15	Milestones laid down for the contract	YES. Refer Annexure – “ O ”
	If Yes, details of Milestones	As per Annexure - O
	Liquidated damage	As per Annexure - P
17	List of equipment for lab	As per Annexure - Q
	Time to establish lab	30 days from date of signing of the Agreement (mandatory)
	Penalty for not establishing field Laboratory	Rs. 50,000/- each week delay
18	Defect Liability Period	60 Months after physical completion of work
21	Competent Authority for determining the rate	Chief Engineer, MPIDC, 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	Penalty Shall include (a) Security Deposit as per clause 30 of General Conditions of Contract, and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher
29	Performance guarantee (Security) shall be valid up to	This guarantee shall be valid until 3 (three) months from the date of expiry of the Defect Liability Period.
30	Security Deposit to be deducted from each running bill	At the rate of 5 %.
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
	Release of Security Deposit & Performance security by agreement executing agency	• 50% shall be released after successful completion of 3 years of Defect liability period& O&M period. • Remaining 50% shall be released 3 (Three) months after successful completion of Defect liability period& O&M period.

	Release of Additional Performance Security by agreement executing agency	1) 30% Refund after 50% completion of work. 2) 30% Refund after 75% completion of work. 3) 40% Refund after 100% completion of work
31	Clause 31.1(1) Price adjustment shall be applicable (Not Applicable)	(Not Applicable)
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	Applicable
	Clause 32.2 If yes, Unconditional Bank Guarantee	Unconditional bank guarantee bond from scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period.
	Clause 32.3 If yes, Unconditional Bank Guarantee	The advance bears a simple interest of 10% per annum and shall be calculated from the date of payment to the date of recovery both days inclusive, on the outstanding amount of advance

	Clause 32.4 If yes, Type & Amount of Advance payment that can be paid	Mobilization advances not exceeding 10% (Ten percent) of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be paid in two or more installments to be determined by Executive Director, MPIDC at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on the request made by the contractor to the Engineer-in-Charge in this regard. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of Mobilization advance is released, the contractor shall execute a Bank Guarantee Bond from Schedule Bank @110% of the amount of advance and valid for the contract period. This shall be renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.
	Clause 32.5 If yes, Recovery of advance payment	The mobilization advance as above will bear a simple interest at the rate of 10% (Ten percent) per annum, and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such advance shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on entire outstanding amount up to the date of recovery of the installment.
33	Clause 33.1 Secured Advance Applicable	Applicable for Steel only
	Clause 33.2 if yes, Unconditional Bank Guarantee	In the format prescribed in Annexure —T

	Clause 33.2 if yes, Amount of Secured Advance	75% of value of material as determined by the Engineer in Charge.	
	Clause 33.3 if yes, Conditions for secured advance	a.	The materials are in-acordance with the specification for Works
		b.	Such materials have been delivered to site, and are properly stored and protected against damage, or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks
		c.	The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer
		d.	The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof
		e.	Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format
		f.	The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Engineer
	Clause 33.4 if yes, Recovery of Secured advance	The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid) have been incorporated into the works.	
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	Managing Director, MPIDC, Ltd. Bhopal
39	Salient features of some of the major labour laws that are applicable	As per 'Annexure-W'

Annexure – N

(See Clause-10 of Section 3 – GCC)

1. Working Drawings from Regional Office will be issued after the execution of agreement.
2. Working drawing of works shall be available after approval from Government Engineering College as per Bid as applicable.

Annexure – O

(See Clause-15 of Section 3 – GCC)

DETAILS OF MILESTONES

S.No.	Description of Milestone(Financial)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1	the 1/8 of the whole work	1/4 th of the stipulated period of contract	As per Annexure “P”
2	the 3/8 of the whole work	1/2 th of the stipulated period of contract	
3	the 3/4 of the whole work	3/4 th of the stipulated period of contract	
4	Completion of Work	stipulated period of contract	

(See Clause-15 of Section 3 – GCC)

Compensation for Delay

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

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

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor without penalty, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to a maximum of 10% of contract price.

The decision of the Executive Director shall be final and binding upon both the parties.

Annexure – Q

(See Clause-17 of Section 3 – GCC)

Guidelines for EQUIPMENT FOR QUALITY CONTROL LAB

Minimum requirement		
S. No.	Name of Equipment/Machinery	Quantity
1.	Balances: i) 7-10Kg Cap. (Semi-Self Indicating type – Accuracy 10 gm.) ii) 500 gm Cap. (Semi-Self Indicating type – Accuracy 10 gm.) iii) Pan Balance-5Kg (Accuracy 10 gm.)	01 Nos. 01 Nos. 01Nos.
2.	Ovens : Electrically Operated, Thermostatically Controlled up to 100oC– Sensitivity 1oC	01 Nos.
3.	Sieves - As per IS:460 *IS Sieves : 450 mm internal dia of size 100 mm, 80 mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75 mm, complete with lid and plan. * IS Sieves: 200 mm internal Dia (brass frame) consisting of 2.36 mm, 1.18mm, 500 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.	01 Set
4.	Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with riming switch assembly.	01 Nos.
5.	Equipment for slump test - Slump Cone, Steel plate, tamping rod, steel scale, scoop.	02 Set
6.	Dial gauges 25mm travel - 0.01 mm/ division least count	02 Nos.
7.	Compression testing machine (100T) & Flexural testing machine electrically operated	01 No. each
8.	Graduated measuring cylinders 200 ml capacity	03 Nos.
9.	15 cm moulds for concrete cubes & moulds for Beam	12 Nos. each
10.	Micrometer Screw 25mm gauge	02 Nos.
11.	Rapid Moisture meter	01 No.
12.	Set for compaction test (Sand replacement & Proctor)	02 Set
13.	Vicat's Apparatus	01 No.

Field Testing Instruments

S. No.	Name of Equipment/Machinery	Minimum Quantity
1	Steel tapes - 3 m, 5m ,15m, 30m	2 each
2	Vernier calipers (digital)	2 no.
3	Micrometer screw 25 mm gauge	1 nos.
4	A good quality plumb bob	5 nos.
5	Spirit level, minimum 30 cm long with 3 bubbles for horizontal, vertical	5 nos.
6	Wire gauge (circular type) disc	1 no.
7	Foot rule	5 nos.
8	Long nylon thread	5 bundle.
9	Rebound hammer for testing concrete	1 no.
10	Dynamic penetrometer	1 no.
11	Magnifying glass	2 nos.
12	Screw driver 30 cm long	4 nos.
13	Ball pin hammer, 100 gm	3 nos.
14	Plastic bags for taking samples	As per requirement
15	Earth resistance tests (for Electrical Divisions)	1 no.
16	Meggar (for Electrical Divisions)	1 no.

PRICE ADJUSTMENT (Not Applicable)

The formulas for adjustment of price are as follow:

R = Value of work as defined in Clause 31 of General Conditions of Contract

Adjustment for Labour component

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

$$VL = 0.85 \times P1/100 \times R \times (Li - Lo)/Lo$$

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

Lo= The Consumer price index for industrial workers for the ~~State~~ nearest city from the site on the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

Li= The Consumer price index for industrial workers for the ~~State~~ nearest city from the site for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

P1= 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:

$$Vc = 0.85 \times Pc/100 \times R \times (C1 - Co)/Co$$

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

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

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

Pc= Percentage of cement component of the work

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

Adjustment of steel component

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

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

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

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

S_1 = the all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi. (www.eaindustry.nic.in)

P_s = Percentage of steel component of the work.

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

Adjustment of bitumen component

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

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

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

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

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

P_b = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

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

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

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

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

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

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

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

Adjustment of Other materials component

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

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

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 the date of opening of bids, as published by the Ministry of Industrial Development government of India, New Delhi. M_i = The all India average wholesale price index (all commodities) for the month under consideration as published by ministry of Industrial development, Government of India, New Delhi.

P_m = Percentage of local material component (other than Cement, Steel, bitumen and POL) of the work plant and machinery spares component of the work. The following percentages will govern the price adjustment for the entire contract.

1. Labour-P-1	25%
2. Cement –PC	18%
3. Steel –Ps	13%
4. POL-Pf	5%
5. Plant & Machinery Spares –Pp	5%
6. Other Materials-Pm	34%

Bank Guarantee Form for Mobilization and Construction Machinery Advance

To,

_____ [name of Employer]

_____ [address of Employer]

_____ [name of Contractor]

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

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

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

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

Yours truly,

Signature and Seal: _____ Name of

Bank/Financial Institution: _____

Address:

Date:

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

)_____

(See clause 33 of Section 3 -GCC)

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 (here in after called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to executive at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees _____ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advance attached to the Running account Bill for the said works signed by the Contractor on and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

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

That the said sum of Rupees _____ so advanced by the Employer to :

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

(2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any

kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has 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 Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be 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 repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding

anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

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.

Physical Completion Certificate

Name of Work: Upgradation Work at Industrial Area Hatod Dist. Dhar

Agreement

.No.....Date.....Am

ount of Contract Rs

.....

Name of

Agency:..... MB

No.....

Last measurement recorded on date

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

Date of issue

Executive Engineer

MPIDC, R.O.

Annexure-V

(See clause 34 of Section 3 -GCC)

Final Completion Certificate

Name of Work: Upgradation Work at Industrial Area Hatod Dist. Dhar

Agreement No.....Date Name of Agency

Last measurement recorded on Date

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

Agreement amount Rs

Final Amount paid to contractor Rs.....

Incumbency of officers for the work

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

.....

Executive Engineer

MPIDC, R.O.

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.

FORM OF 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 MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called “the Bank”) are bound unto _____ [Name of Employer] (here in after called “the Employer”) in the sum of _____ (_____

_____) for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2025.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
- (3) If the Bidder having been notified of the acceptance of his Bid by the Employer 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 refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,
 - (c) Fails or refuses to furnish the Domestic Preference Security, where required.

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

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) 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 Employer, 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 OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

NAME AND ADDRESS OF THE WITNESS _____

Format for Non-Blacklist Certificate

Declaration regarding Non-Blacklisting
(To be submitted on letter head of the Bidder)

Dated.....

To,
Managing Director MPIDC Ltd.
Bhopal (M.P.)-462011.

Dear Sir,

I have carefully gone through the Terms & Conditions contained.

I hereby declare that my company is not debarred/black listed by any Government/Semi Government organizations in any State/India as on the date offering this tender. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully, (Signature of the Bidder)

Printed Name, Designation, Seal

Date:

Business Address:

Place:

Date:

**SAMPLEFORMATFOREVIDENCEOFACCESSTOORAVAILABILITYOF
CREDITFACILITIES**

BANKCERTIFICATE

This is to certify that M/s.....is a
reputed company with a good financial standing.

If the contract for the work, namely Is awarded to the
Above firm, we shall be able to provide overdraft/credit facilities to the extent of
Rs.....

To meet their working capital requirements for executing the above contract during
the contract period.

.....

(Signature) Name of Bank

Senior Bank
Manager
Address of
the Bank

Bidder's signature
With seal

PART – II- SPECIAL CONDITION OF CONTRACT (SCC)

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, MPPWDSOR for Road & Bridge works enforce from 11.04.2025, MPPWDSOR for Building works enforce from 01-01-2024 and PHESOR for Water Supply, Sewerage works enforce from 01.09.2023, UADD 2-08-2021 and MPPWD Electrical SOR enforce from 15.09.2022 and MPPKVCL for 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 MPIDC/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 enforce from 11.04.2025, MPPWDSOR for Building works enforce from 01-01-2024 and PHESOR for Water Supply, Sewerage works enforce from 01.09.2023, UADD02-08-2021 and MPPWD Electrical SOR enforce from 15.09.2022 and MPPKVVCL for 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, MPIDC 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.

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. MPIDC 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 MPIDC Ltd.
4. MPIDC 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. MPIDC reserves the right to change the location of the site, if any site is not available for construction anywhere in Gwalior 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. MPIDC 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. MPIDC/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., Ultratech, J.K., Ambuja, Lafarge, Shree or Birla, Wonder or as approved by MPPWD/ PIU. 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 capacity of minimum of 2000 bags of cement. 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 or as approved by MPPWD/ PIU. 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 like Total Station, Auto Level and Computers, Plotter of A0 size, Printer, photo copier, Scanner, High speed broad band Internet connection, Digital Camera with Data Transfer capabilities, Software as required, consumables and other office

accessories along with technical personal to operate those instruments to facilitate and obtain the information required 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 MPIDC& 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 MPIDC 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 MPIDC 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, of minimum 40 sqm 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 ETC.
23. Contractor shall conduct at least 10% 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's, Consultant's representative to various places/plants in or outside of Gwalior 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 of minimum 100 M² at an appropriate location for MPIDC and Consultants, along with Air conditioning, all required good quality office furniture, computer, printer, High speed broad band Internet connection, lockable storage shelf, display board etc as

per the requirement and as directed by Engineer-in-Charge for which no extra payment will be made. The office space would comprise of separate sections for MPIDC officials and Consultant's staff. A common meeting room to hold meeting of about 40 person will also be incorporated. The office shall have computer facilities with following computer configuration along with printers, plotters, photocopiers etc.:-

- (a) Processor: Core I7, 13th generation: 4NOS
- (b) RAM: 32 GB (min) A+ SSD 512 GB, HDD 1TB
- (c) DVD ROM Drive with DVD writer, Graphic card (NVIDIA, GeForce RTX Min 12 GB),
- (d) Mouse, Keyboard, Modem
- (e) Plotter: Sufficient for A0 size Page
- (f) Photocopier: Sufficient for A3 size page.
- (g) High Speed Broadband Internet connection
- (i) Digital Camera with Data Transfer capabilities.
- (j) Software shall be as required.
- (k) Display boards
- (l) Screen and Projector for making Power Point Presentation.

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. Chief Engineer/ Executive Engineer of MPIDC.
- ii. Engineer-In-Charge of MPIDC.
- 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 sign all entries their 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 MPIDC Ltd. Contractor should deposit the same in MPIDC 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 five years.

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 MPIDC Ltd.

39. Rubble available from excavation of hard rock/ordinary rock shall be the property of the contractor subject to recovery of Rs.100/- (Hundred) 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 5 (Five) years which shall be counted from the date of actual completion of work as per requirement of MPIDC /MPPKVVCL after handing over of the entire distribution system.
44. All the terms and conditions mentioned in MPPKVVCL LTD. schedule of rates/ manual shall be binding on the contractor.
45. The scope of work of contractor also includes coordination with MPPKVVCL for requisite approvals, sanction of estimates/revised estimate, approval of all drawings from MPPKVVCL and MPIDC/Consultant before commencement of execution work at site, preparation of revised BOQ and estimates based on actual survey at site. Obtaining approval from MPPKVVCL will be the responsibility of the contractor. Any statutory fees to be deposited will be paid by MPIDC Ltd.
46. After completion of work, the entire work is to be handed over to MPPKVVCL/ MPIDC with a joint handing over report as per requirement of MPIDC.
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 (Sixty months)** 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 equipments 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 firefighting 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, firefighting, 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 online ROYALTY CLEARANCE CERTIFICATE from the District Collector before each running bill.
75. NA.
76. 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.
77. 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 equipments 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).
78. 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.
 79. 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.
 80. No extra lift will be payable in excavation for all type of soil, ordinary rock and hard rock and Backfilling.
 81. No extra lead will be payable if Excavated soil/Ordinary rock/Hard rock is transported within the scheme boundary.
 82. No extra payment shall be made for construction of Coffor Dam if required to be constructed. The rate of Head works comprises of Jack well and pump house is including construction of Temporary Coffor Dam & Demolishing the same.
 83. The contractor shall have to insure all material installed by him against any damage, accident or theft.
 84. If required by the MPIDC, Running ,Operation , maintenance repair, replacement including security of all components of project, manpower, materials, equipment etc for all the components of the project such as Complete Water supply system including Sump tank, Overhead tank, Valves for Fresh water and treated water, Sewerage system including Sewerage Treatment Plant, WTP & Intake Well complete, Electric System including transmission line, Storm water substations, street lights etc complete, Horticulture & Landscaping etc complete as mentioned in scope of work for 5 (Five) years excluding Energy charges and Consumable chemicals, which shall be borne by MPIDC. Full time shift wise deployment of manpower and any other services required to run the system successfully will have to be carried out by the contractor for 5 (Five years) period after completion of the work. For details of work to be carried out for operation & Maintenance refer detailed BOQ. ~~The annual rates payable to the contractor for operation and maintenance shall be in percentage of total cost of the work calculated after applying quoted rate on Probable amount of contract as per following percentage:—~~
 - ~~(i) First Year—0.20% of the amount calculated as above.~~
 - ~~(ii) Second Year—0.20% of the amount calculated as above.~~
 - ~~(iii) Third Year—0.20% of the amount calculated as above.~~
 - ~~(iv) Fourth Year—0.25% of the amount calculated as above.~~
 - ~~(v) Fifth Year—0.25% of the amount calculated as above.~~

85. 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. MPIDC 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 / equipments 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 MPIDC/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 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 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 MPIDC 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 MPIDC 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/ encash 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 in Charge of the area under which work is executed. Credentials

of "A" class license electrical contractor should be submitted to the MPIDC& 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.

SECTION 4
BILL OF QUANTITIES (BOQ)

General Description of work: Upgradation Work at Industrial Area Hatod Dist. Dhar.

Attached separately.

Probable Amount of Contract:

(Rs. In Figure) Rs. 20.10 Crores

(Rs. In Words): Rs. Twenty Crores and Ten Lacs only

AGREEMENT FORM**AGREEMENT**

This agreement, made on the _____ day of _____ between
 _____ (name and address of
 Employer) (hereinafter called "the Employer) and
 _____ (name and address of contractor) hereinafter called
 "the Contractor" of the other part.

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

NOW THIS AGREEMENT 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 read and construed as part of this Agreement viz.
 1. letter of Acceptance
 2. Contractor's Bid
 3. Condition of Contract: General and Special
 4. Contract Data
 5. Bid Data
 6. Drawings
 7. Bill of Quantities and
 8. Any other documents listed in the Contract Data as forming part of the Contract.

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

The Common Seal of _____ was 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 _____