



**Government of Madhya Pradesh
Public Health Engineering Department**

Appendix 2.10

(Works Department Manual 1983)
(For Percentage Rates Only in Works Department and Other
Department similar to Works Department)

System Tender No. - 2021_PHED_131625

**REPAIRING & MAINTINANCE OF HAND PUMP IN BLOCK BADWARA
DISTRICT KATNI**

- | | |
|----------------------------------|----------------|
| A) Probable Amount of Contract - | Rs. 17.40 Lakh |
| B) Earnest Money - | Rs. 34680/- |
| C) Cost of Bid Document - | Rs. 2000/- |

GOVERNMENT OF MADHYA PRADESH
Public Health Engineering Department

Appendix 2.10
Tender Document

For Percentage Rate only in Works Departments and other Departments similar to
Works Departments (Effective from 01/01/2014)

Office of the : Executive Engineer
P.H.E Division Katni

NIT Number and Date : NIT No.129/ProCell/EE/PHED/ 2020-
21/Katni/Dated: 15-02-2021

Agreement Number and Date : -----

Name of Work : **REPAIRING & MAINTINANCE
OF HAND PUMP IN BLOCK
BADWARA DISTRICT KATNI**

Name of the Contractor : -----

Probable Amount of Contract

(Rs. in Figure) : **17.40 Lakh**

(Rs in Words) :

Contract Amount

(Rs. in Figure) : -----

(Rs in Words) : -----

Stipulated Period of Completion : 12 Month (Excluding Rainy Season)

Appendix 2.10

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SECTION 1

Notice Inviting e-Tenders
Government of Madhya Pradesh
Superintending Engineer (Procurement)
Office of the Executive Engineer
Public Health Engineering Department
Project Division Katni

NIT No.129/Pro Cell/EE/PHED/2020-21/ Katni Dated: 01.03.2021

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

S.No./ System Tender No.	Work	District(s)	Probable Amount (Rs.)	Completion Period (months)
2021_P HED_13 1625	REPAIRING & MAINTINANCE OF HAND PUMP IN BLOCK BADWARA DISTRICT KATNI	Katni	17.40	12 Month (Excluding Rainy Season)

1. Interested bidders can view the NIT on website <http://www.mptender.gov.in>
2. The Bid Document can be purchased only online as per the key dates mentioned in the online NIT on portal www.mpeproc.gov.in.
3. Amendments to NIT, if any, would be published on website <http://www.mptender.gov.in> only, and not in newspapers.

Executive Engineer
Public Health Engineering Department
Project Division Katni

Notice Inviting Tenders
Government of Madhya Pradesh
Superintending Engineer (Procurement)
Office of the Executive Engineer
Public Health Engineering Department
Project Division Katni

NIT No. 129/Pro Cell/EE/PHED/2020-21/ Katni Dated: 01.03.2021

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

S.No./ System Tender No.	Name of Work	District	Probable Amount of Contract (Rs.)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Category of Contractor	Period of Completion (in Months)
2021_P HED_13 1625	REPAIRING & MAINTINANCE OF HAND PUMP IN BLOCK BADWARA DISTRICT KATNI	Katni	17.40 Lac	34680/-	2000/-	Contractors Registered in Public works department of government of Madhya Pradesh under centralized registration system or registered in equivalent class in other State Govt. or Central Govt.	12 Month (Excluding Rainy Season)

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

4. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in 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 as per key dates mentioned in online NIT. Other key dates may be seen in BID Deta Sheet.
- 8. Amendments to NIT, if any, would be published on website <http://www.mptender.gov.in> only, and not in newspaper.

**Executive Engineer
Public Health Engineering Department
Project Division Katni**

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

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

2. General Quality of Work:

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

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

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

4. ONE BID PER BIDDER

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

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

5. Cost of Bidding

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

6. Site Visit and examination of works

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

B. Bid Documents

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, Bid Data Sheet with all Annexures
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and the Contract Data with all Annexures; and

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

C. Preparation of Bid

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

12. DOCUMENTS COMPRISING THE BID

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

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

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

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

Part 3 – This shall be known as Online Envelope C and would apply to all bids.

Envelope C shall contain financial offer in the prescribed format enclosed with the Bid Data Sheet.

13. Language

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

In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. TECHNICAL PROPOSAL

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

14.2 All the documents/ information enclosed with the Technical Proposal should be self- attested and certified by the bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information are found false/ fake/ untrue before acceptance of bid. If it is found after acceptance of the bid, the bidsanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment deposit and take any other suitable action.

15. FINANCIAL BID

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

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2 **The EMD shall be through epayment by NEFT/RTGS in MADHYA PRADESH STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.**
- 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 to online within ten to Fifteen working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged online within ten to Fifteen working days when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

.D. Submission of Bid

18. The bidder is required to submit online bid duly signed digitally, and Envelop ‘A’ in physical form also at the place prescribed in the Bid Data Sheet.

E. Opening and Evaluation of Bid

19 PROCEDURE

- 19.1 Envelope ‘A’ shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop ‘A’ does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 19.2 Wherever Envelop ‘B’ (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified in the Bid Data Sheet. The bidder

shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.

- 19.3 Envelope 'C' (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
- 19.4 After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. Confidentiality

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

F. Award of Contract

21. Award of Contract

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

22. Performance Security

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

23. Signing of Contract Agreement

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

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

24. **CORRUPT PRACTICES**

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

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

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

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

[End of ITB]

Bid Data Sheet

GENERAL		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	Executive Engineer PHED Project Division Katni
2	NIT No.	As per NIT
3	Date of NIT	As per NIT
4	Bid document download available from date & time	As per NIT
5	Website link	http:// www.mptender.gov.in
SECTION 1 - NIT		
CLAUSE REFERENCE	PARTICULARS	DATA
2	Portal Fees	As per service provider
3	Cost of Bid Document	Rs. 2000/-
	Cost of Bid Document Payable at	As per Website
	Cost of Bid Document In favor of	As per Website
4	Affidavit Format	Affidavit (Notarized) As per 'Annexure- B'
5	Pre-qualifications required	Yes
	If Yes, details	Annexure C
6	Special Eligibility (if yes, prior permission of E-in-C required)	No
7	Key dates	As per 'Annexure -A'

Bid Data Sheet

SECTION 2 - ITB ¹		
CLAUSE REFERENCE	PARTICULARS	DATA
1	Name of the 'Work'	Repairing and maintenance of handpump in Block KATNI district Katni
2	Specifications	As per 'Annexure – E'
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed	Yes, for PAC more than Rs 1 crore
	If Yes, requirement for joint Venture	As per 'Annexure – G'
9	Pre bid meeting to be held	Yes
	If Yes, Date, Time & place	Executive Engineer PHED Project Division Katni
12	Envelope-A containing : i. Registration number or proof of application for registration and organization details as per 'Annexure H' ii. Cost of Bid Document iii. EMD iv. An affidavit duly Notorised as per 'Annexure- B' v. Check list as per Annexure –X should reach in physical form	At the Office of the E.E P.H.E Division Katni OR Superintending Engineer (Procurement), Procurement Cell, Office of the Chief Engineer PHED Jabalpur Zone Jabalpur
14	Envelope-B Technical Proposal	As per 'Annexure - I' Annexure-I and Format I-1 to I-5
15	Envelope-C Financial Bid	As per 'Annexure - J'
	Materials to be issued by the department	As per 'Annexure - K'
16	Period of Validity of Bid	90 Days from the date of submission of Bid

Bid Data Sheet

CLAUSE REFERENCE	PARTICULARS	DATA
17	Earnest Money Deposit	Rs- 34680/-
	Forms of Earnest Money Deposit	i. E-FDR ii. Demand draft of scheduled commercial bank. iii. Interest bearing securities of post office. iv. e-EMD (icici bank instruments shall not be accepted)
	EMD valid for a period of	180 Days
	FDR must be drawn in favour of	Executive Engineer PHE Division Katni (M.P.)
21	Letter of Acceptance (LoA)	As per 'Annexure - L'
22	Amount of Performance Security	5% of Contract Amount
	Additional Performance Security, if any	As per SCC Clause 08
	Performance Security in the format	As per 'Annexure- M' / FDR As per NIT
	Performance Security in favour of	Executive Engineer PHE Division KATNI
	Performance Security valid up to ²	Performance Guarantee (security shall be vailed upto 3 months beyond the completion of defect liability period (maintenance guarantee period)
	Additional Performance Security valid up to	Valid Contract Period plus 3 months

Original term deposit receipt of earnest money deposit, demand draft for the cost of bid document and affidavit shall be submitted by the bidder so as to reach the office as prescribed in Bid Data Sheet, at least one calendar day before specified start time and date in key dates for opening of technical proposal as per Key dates in Bid Data Sheet.

(See clause 1,7 of Section 1 -NIT)

CRITICAL DATE SHEET

S. No.	Works Department Stage	Start Date	Time Hours	Time Minutes
1.	Publishing Date		10	30
2.	Document Download /Sale Start date		10	30
3.	Document Download /Sale End date		10	30
4.	Pribid Meetng date		15	30
5.	Seek Clarifcation start date	-	-	-
6.	Seek Clarifcation end date	-	-	-
7.	Bid Submission start date		10	30
8.	Bid Submission End Date		17	30
9.	Bid Opening date		15	30

(See clause 3 of Section 1 -NIT)

|| AFFIDAVIT ||

(To be contained in Envelope A)

(On Non Judicial Stamp of Rs. 50)

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

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

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

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

OR

Following close relatives are working in the department:

Name	_____	Post	_____	Present	Posting

Signature with Seal of the Deponent (bidder)

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

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

Signature with Seal of the Deponent (bidder)

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

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

NIL

B. Physical

NIL

SPECIAL ELIGIBILITY CRITERIA

NIL

Specifications

1. Bidder should follow the specifications issued by E in C in USOR for water supply, sewerage, sewerage maintenance, drilling of tubewell etc. and other miscellaneous works in force from 01.06.16
2. Bidder should follow the specifications issued by MPVVCL for electrical works.
3. Bidder should follow the specifications in given relevant I.S codes for work and materials
etc .
4. Bidder should follow the specifications as may be given in writing by the Engineer-in-charge from time to time.

Procedure for participation in e-tendering

1. Registration of bidders on e-tendering System:

All the PWD registered bidders are already registered on the new e-procurement portal <https://www.mpeproc.gov.in>, The user id will be the contractor Id provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. for more details may contact M/s.Tata Consultancy Services Corporate Block, 5th floor, DB City Bhopal 462011 email id Eproc_helpdesk@mpsdc.gov.in helpdesk phone numbers are available on website.

2. Digital Certificate:

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

Note:

- i. It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not to obtain another Digital Certificate for the same.

The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from the cca.gov.in.

- ii. Bids can be submitted till submission end date. Bidder will require digital signature while bid submission.

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

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

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per

Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate for the new Authorized User.

3. Set Up of Bidder's Computer System:

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

4. Key Dates:

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

5. PREPARATION AND SUBMISSION OF BIDS:

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

6. Purchase of Bid Document

The Bid Document is available free of cost for study and the interested /participating bidders shall purchase the Document online (through the e-payment gateway). For purchasing of the bid document bidders have to pay Service Charge online ONLY which is Rs. [as per Bid Data Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates.

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

7. Withdrawal, Substitution and Modification of Bid

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

JOINT VENTURE (J.V.)

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

1. Bids submitted by a joint venture¹ 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 charge² shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
 - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project³. All members of JV⁴ 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 registered⁵, 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 bid⁶.
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 security⁷ of a Joint Venture shall be in the name of the partner **Lead Partner/joint venture**.
4. Attach the power of attorney⁸ of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.
6. Furnish details of participation proposed in the joint venture as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

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

-
1. Joint Venture is an arrangement in which two or more parties under an agreement for the purpose of executing a specific task/project and all parties shall be jointly and severally responsible to incur all the liabilities under the task/project, if awarded.
 2. Partner in Charge – i.e. Lead partner.
 3. This agreement shall also mention the NIT No./System I.D., Name of Work, Name of Joint Venture Firm, lead partner and other partners.
 4. The lead partner and the other partners shall have minimum 51% and 20% stake respectively in the Joint Venture.
 5. The joint venture agreement should be made on Rs. 1000/- Non Judicial Stamp Paper, duly Notarized/registered. Each partner of the joint venture shall be individually registered in the appropriate class required for participation in the tender or if eligible for registration, can also participate after having applied for registration in appropriate class.
 6. The joint venture agreement entered into by the partners shall be submitted originally in envelope A and should also be uploaded online (scanned copy) with the bid.
 7. The Earnest Money Deposit and Performance Security of the joint venture shall be drawn in favour of the concerned Executive Engineer and on Account of the partner – i.e. Lead partner/joint venture.
 8. Power of Attorney shall be prepared separately on Rs. 500/- Non Judicial Stamp Paper, duly Notarized and should be submitted originally in Envelope A (and uploaded online scanned copy) alongwith joint venture agreement.

ORGANIZATIONAL DETAILS

(To be enclosed with technical proposal)

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

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

Signature of Bidder with Seal
Date: _____

Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

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

Note:

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

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

The bidder should have:

A. Financial
Nil

B. Physical Requirement:
Nil

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

S No	Particulars	Actual Quantity Executed (To be filled in by the contractor)		
		Year 1	Year 2	Year 3
1	Physical qualification required	Yes		

Note:-

- ~~1. Certificates duly signed by the employer not below the rank of Executive Engineer shall be enclosed for the actual quantity executed during the last 3 financial years.~~
- ~~2. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work viz. earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc.~~

ANNUAL TURN OVER

Requirement:

~~_____ Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 3 financial years;~~

To be filled in by the contractor:

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

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 qualification 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 any one year during the last three year (10% weightage per year shall be given to bring the value of work executed at present price level)~~
- ~~_____ B = Proposed contract period* in years.~~
- ~~_____ C = Amount of work in hand at present.~~

~~* If the contract has separate construction and maintenance periods, then the contract period shall be taken as the construction period, subject to a minimum of 1 year.~~

List Of Technical Personnel For The Key Positions

Minimum requirement							Available with the bidder							
S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work experience	S. No.	Name of personnel	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work experience
N.A.														

List of Key Equipments/ Machines For Quality Control Labs

Minimum requirement			Available with the bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
N.A				

List of Key Equipments/ Machines for Construction Work

Minimum requirement			Available with the bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
NA				

FINANCIAL BID
(To be Contained in Envelope-C)

NAME OF WORK _____

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

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

Note:

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

Signature of Bidder
Name of Bidder

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

Signature of Officer by whom accepted

Annexure – K

(See clause 15 of Section 2 -ITB)

MATERIALS TO BE ISSUED BY THE DEPARTMENT

Sno	Name of material	Rate (Issue rate)	Unit	Remarks
----- Nil-----				

LETTER OF ACCEPTANCE (LOA)

No. _____

Dated: _____

To,

M/s. _____
(Name and address of the contractor)

Subject: _____
(Name of the work as appearing in the bid for the work)

Dear Sir (s),

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

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

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

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

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

Yours Faithfully

Executive Engineer
Public Health Engineering Department
Division KATNI

PERFORMANCE SECURITY

To

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

WHEREAS _____ [name and address of Contractor]

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

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

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

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

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

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

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

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

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

SECTION 3

Conditions of Contract Part – I General Conditions of Contract (GCC)

Table of Clauses of GCC

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A. General

1. DEFINITIONS

- 1.1. Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. Chief Engineer:** means Chief Engineer of the zone/ basin concerned.
- 1.3. Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.4. Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. Contract Data:** means the documents and other information which comprise of the Contract.
- 1.6. Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7. Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.8. Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.9. Completion of work:** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. Day:** means the calendar day.
- 1.11. Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. Department:** means Department of the State Government viz. Water Resources Department, Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organisation which adopts this document.
- 1.13. Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14. Employer:** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.
- 1.15. Engineer:** means the person named in the Contract Data.

- 1.16. Engineer in charge:** means the person named in the Contract Data.
- 1.17. Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18. Government:** means Government of Madhya Pradesh.
- 1.19. In Writing:** means communicated in written form and delivered against receipt.
- 1.20. Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.21. Superintending Engineer:** means 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.
- 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 authorised to carry out a part of the construction work under the Contract.
- 1.26. Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.27. Tender/Bid, Tenderer/Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.28. Variation:** means any change in the work which is instructed or approved as variation under this contract.
- 1.29. Work:** The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and vice versa.

- c. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d. written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

2.2 Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

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

5. Subcontracting

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

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

6. Personnel

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

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

7. Force Majeure

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

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

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

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

7.2. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.

7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

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

8.2 All risks and consequences arising from the inaccuracies or falseness of the documents, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that the designs/ drawings or other documents have been approved by the department.

9. Liability for Accidents to Person

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

10. Contractor to Construct the Works

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

10.2 In the 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 fulfilment of this contract whether such means may or may not be approved or recommended by the Engineer.

11. Discoveries

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

12. Dispute Resolution System

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

12.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.

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

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

B. Time Control

13. Programme

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

14. Extension of Time

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

15. Compensation for delay

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

16. Contractor's quoted percentage

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

C. Quality Control

17. Tests

17.1 The Contractor shall be responsible for:

- a. Carrying out the tests prescribed in specifications, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

17.2 The contractor shall have to establish field laboratory within the time specified and having such equipments as are specified in the Contract Data.

17.3 Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.

18. Correction of Defects noticed during the Defect Liability Period

18.1 The Defect Liability Period of work in the contract shall be as per the Contract Data.

18.2 The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.

18.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. Cost Control

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

19.1 The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions in the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omission, additions or substitutions shall not

invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.

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

20. Extra items

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

21 Payments for Variations and / or Extra Quantities

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

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

the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

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

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

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

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

23. No Interest Payable

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

24. Recovery from Contractors

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

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

25. Tax

25.1 The rates quoted by the Contractor shall be deemed to be inclusive of levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities but exclusive of Goods and Services Tax (GST) to be levied on works/service contract.

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.

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

26. Check Measurements

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

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

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

27. Termination by Engineer in Charge

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

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

- a) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time.
- d) the Contractor does not maintain a valid instrument of financial security as prescribed;

- e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
- g) If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- h) Any other fundamental breaches as specified in the Contract Data.

27.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (g) of clause 27.2, the Engineer in Charge may terminate the Contract immediately.

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

28. Payment upon Termination

28.1 If the contract is terminated under clause 27. 3, the Engineer shall issue a certificate for 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. Performance Security

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

30. Security Deposit-

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

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

30.3 The Security Deposit shall be refunded on completion of Defect Liability Period. The Additional Performance Security shall be refunded on satisfactory completion of the work.

31. Price Adjustment

31.1 Applicability

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

31.2 Procedure

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the **contract data**.
2. The price adjustable shall be determined during each quarter from the formula given in the **contract data**.
3. Following expression and meaning are assigned to the work done during each **quarter**:
R = Total value of work during the quarter. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the quarter, less value of material issued by the department, if any, during the quarter.
4. Weightages of various components of the work shall be as per the **Contract Data**.

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

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

31.5 For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favour of the Employer, the same shall be recovered from the sums payable to the Contractor.

32. Mobilization and Construction Machinery Advance

32.1 Payment of advances shall be applicable if provided in the Contract Data.

32.2 If applicable, the Engineer in Charge shall make interest bearing advance payment to the contractor of the amounts stated in the Contract Data, against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/ scheduled banks, in the name as stated in the Contract Data, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.

32.3 The rate of interest chargeable shall be as per Contract Data.

32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.

32.5 The advance payment shall be recovered as stated in the Contract Data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. Secured Advance

33.1 Payment of Secured Advance shall be applicable if provided in the Contract Data.

33.2 If applicable, the Engineer shall make advance payment against materials intended for but not yet incorporated in the Works and against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/

scheduled bank, in the name as stated in the Contract Data, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been adjusted, but the amount of the guarantee shall be progressively reduced by the amounts adjusted by the contractor.

33.3 The amount of secured advance and conditions to be fulfilled shall be as stipulated in the Contract Data.

33.4 The Secured Advance paid shall be recovered as stated in the Contract Data.

34. Payment Certificates

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

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

E. Finishing the Contract

35. Completion Certificate

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

36. Final Account

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

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

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

from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

39. COMPLIANCE WITH LABOUR REGULATIONS

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

40. Audit and Technical Examination

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

in the manner prescribed in clause 24 above and if it is found that the Contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the Contractor.

41. Death or Permanent Invalidity of Contractor

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

42. Jurisdiction

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

Contract Data

GCC Clause	Particulars	Data
1.14	Employer	<u>Government of Madhya Pradesh</u>
1.15	Engineer	<u>Executive Engineer/Assistant Engineer/Sub Engineer/Consultant appointed by Department</u>
1.16	Engineer in Charge	<u>Executive Engineer</u>
1.22	Stipulated period of completion	12 Month 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	Executive Engineer P.H.E Division KATNI Email- eephedkat@ nic.in
5	Sub contracting permitted for the Contract Value	More than Rs. <u>100</u> Lakhs
6	Technical Personnel to be provided by the contractor- requirement, &	As per Annexure-I (Format I-3)
	Penalty, if required Technical Personnel not employed	Rs.30,000 for Degree holder & Rs.18,000 for Diploma holder Engineer or <u>As per PWD latest orders for deduction for Diploma/Degree Holder Engineers OR as may be decided by the Draft NIT approving authority.</u>
10	Specifications	As per Annexure E
	Drawings	As per Annexure N
12	Competent Authority for deciding dispute under Dispute Resolution System	<u>Superintending Engineer, Public Health Engineering Department Circle Jabalpur</u>
	Appellate Authority for deciding dispute under Dispute Resolution System	<u>Chief Engineer Public Health Engineering Department Zone Jabalpur</u>
13	Period for submission of updated construction program	<u>Initial work program shall be submitted within a week from the date of signing the agreement, thereafter, updated program on Quarterly basis in contracts where the contract period is more than 12 months.</u>
	Amount to be withheld for not submitting construction program in the prescribed period	<u>1% of the contract value subject to minimum Rs. 5,000/- per month.</u>
14	Competent Authority for granting Time Extension	<u>Up to one month - Executive Engineer. More than one month – Superintending Engineer (Full Powers).</u>
15	Milestones laid down for the contract	Yes
	if yes, details of milestones	As per Annexure O
	Liquidated damage	As per Annexure P
17	List of equipment for lab	As per Annexure Q

	Time to establish lab	<u>Within 15days from the date of agreement.</u>
	Penalty for not establishing field laboratory	<u>1% of the contract value subject to minimum Rs. 10,000/- per month.</u>
18	Defect Liability Period	<u>24 Months after successful commissioning of work/Scheme.</u>
21	Competent Authority for determining the rate	<u>Superintending Engineer Public Health Engineering Department Circle Jabalpur</u>
27	Any other condition for breach of contract	<u>Less than 25% progress achieved during the half of the contract period. (Reason for delay attributed to the contractor.)</u>
28	Penalty	Penalty shall include (a) <u>Security deposit as per clause 30 of General Conditions of Contract and</u> (b) <u>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.</u>
29	Performance Guarantee (Security) shall be valid up to	Performance Guarantee (Security) shall be valid upto 3 months beyond the completion of defect liability period (Maintenance Guarantee Period) and Additinal Performance Guarantee (Security) shall be valid upto valid contract period plus 03 months.
30	Security Deposit (SD) to be deducted from each running bill	At the rate of 5%. SD deducted shall be refunded on completion of Defect Liability Period. SD deducted after completion of defect liability period shall be returned at the time of release of performance guarantee.
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
31	Price Adjustment formula and procedure to calculate	As per Annexure R
31.1(1)	Price adjustment shall be applicable	As per Annexure R and will be applied as below :- (a) For Tenders upto Rs 5.00 crores–not payable in any case. (b) For Tenders costing more than Rs 5.00 crores- payable only in cases governed by Force Majeure. Price adjustment shall only be applicable on Probable Amount of Contract (PAC) of NIT. This clause shall not have any relation to the contract amount. The price adjustment shall apply only in respect of cement, steel and POL components.
32	32.1 Mobilization and	No Mobilization and Construction

	Construction Machinery Advance Applicable	<u>Machinery Advance Payable.</u>
	32.2 If yes, Unconditional Bank Guarantee.	In the format prescribed in Annexure S. (NOT APPLICABLE)
	32.3 If yes, Rate of interest chargeable on advances.	10% annual simple interest. (NOT APPLICABLE)
	32.4 If yes, Type & Amount of advance payment that can be paid.	1. Mobilization advance Not more than ---% of contract amount. 2. Construction Machinery advance Not more than ---% of contract amount. (NOT-APPLICABLE)
	32.5 If yes, Recovery of advance payment.	Recovery of Mobilization and/or Construction Machinery advance shall commence when 10% of the Contract Amount is executed and recovery of total advance shall be done on pro-rata basis and shall be completed by the time work equivalent to 80% of the Contract Amount is executed. ----- In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrue from the day of payment of advance and the recovery of interest shall commence when 10% of the Contract Amount is executed and shall be completed by the time work equivalent to 80% of the Contract Amount is executed. (NOT APPLICABLE)
33	33.1 Secured Advance Applicable	No Secured Advance Payable.
	33.2 If yes, Unconditional Bank Guarantee.	In the format prescribed in Annexure T (NOT APPLICABLE)
	33.2 If yes, Amount of Secured advances.	75% of value of material as determined by the Engineer in Charge. (NOT APPLICABLE)
	32.3 If yes, Conditions for secured Advance.	a) The materials are in accordance with the specification for Works; b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks; c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer; d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the

		<p>engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;</p> <p>e) Ownership of such materials shall be deemed to vest in the Employer for which the contractor has submitted and Indemnity Bond in an acceptable format; and</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the engineer. (Not applicable)</p> <p>(NOT APPLICABLE)</p>
	33.4 If yes, Recovery of Secured advance	<p>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.</p> <p>(NOT APPLICABLE)</p>
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	<u>Superintending Engineer, Circle Jabalpur PHED</u>
39	Salient features of some of the major labour laws that are applicable	As per Annexure-W
41	Competent Authority	<u>Chief Engineer, Zone Jabalpur PHED</u>

Drawings

N/A

Details of Milestones

N/A

Compensation for Delay

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

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

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

The decision of Superintending Engineer shall be final and binding upon both the parties.

List of Equipment for Quality Control Lab

Nil

ANNEXURE - R

(See clause 31 of Section 3 -GCC)

Price Adjustment

The formulas for adjustment of price are as follow:

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

Weightages* of component in the work

S No.	Component	Percentage of component in the work
1	Cement - Pc	
2	Steel - Ps	
3	Bitumen - Pb	
4	POL - Pf	

* Weightages of various components of the work shall be as determined by the competent technical sanction authority.

Adjustment for cement component

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

$$VC = 0.85 \times PC/100 \times R \times (C1-C0)/C0$$

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:

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

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.

The official retail price of bitumen of IOC depot at nearest center

B_i = 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.

- Fo = 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.
- Fi = 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.

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 thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

Yours truly,

Signature and Seal : _____

Name of Bank/Financial Institution: _____

Address : _____

Date : _____

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

**Bank Guarantee Form for Secured Advance
INDENTURE FOR SECURED ADVANCES**

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

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

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

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

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

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

- (1) the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the

Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has 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 reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees_____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
- (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
- (C) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

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

Physical Completion Certificate

Name of Work :

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

Agreement no. Date

Amount of Contract Rs

Name of Agency :

Used MB no.

Last measurement recorded

a. Page No. & MB No.

b. Date

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

Date of issue

Executive Engineer
PHE Division Katni

Final Completion Certificate

Name of Work:

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

Agreement no. Date

Name of Agency :

Used MB no.

Last measurement recorded

a. Page No.& M B No.-----

b. Date-----

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

Agreemented amount Rs.

Final Amount paid to contractor Rs. -----

Incumbency of officers for the work

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

Date of issue

Executive Engineer
PHE Division Katni

Salient Features of Some Major Labour Laws Applicable

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

- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided

certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

pid fyLV

(निविदाकार द्वारा प्रस्तुत दस्तावेजों हेतु चेक लिस्ट । यह चेक लिस्ट लिफाफा-अ में भौतिक रूप से तथा आनलाइन प्रस्तुत की जावेगी ।

1. सिस्टम निविदा क्रमांक
2. कार्य का नाम
3. निविदाकार का नाम
4. उपरोक्त निविदा के अर्न्तगत उल्लेखित कार्य के लिये निम्नानुसार दस्तावेज निविदा के साथ निर्धारित लिफाफों में ऑनलाईन संलग्न (On line Attach) किये गये है :-

क्रमांक	दस्तावेज	संलग्न (है/नहीं) On line Attach (Yes/No)
1.	ई.एम.डी.	
2	बिड के साथ जमा किये गये दस्तावेजों की सत्यता बाबत निविदा का भापथ पत्र मूल प्रति में	
3	निविदाकार के पंजीयन (Registration)/पंजीयन हेतु आवेदन का साक्ष्य (दस्तावेज) की स्व-प्रमाणित छायाप्रति	
4	अपेडिक्स 2.10 की निविदाओं के लिये निर्धारित प्रारूप में (Annexure-H) अपनी संस्थागत जानकारी (Organisational Details)	
5	निविदा प्रपत्र कय करने की रसीद	
6	Envelope-B Annexure-I (1-5)	
7	Envelope-C	

निविदाकार के सील सहित हस्ताक्षर

SECTION 3
Conditions of Contract
Part – II Special Conditions of Contract (SCC)

1. शासन के आदेश क्रमांक-एफ-16-50/2017/2/34 दिनांक 31 जुलाई 2017 के अनुसार 01 जुलाई 2017 से लागू माल एवं सेवाकर (GST) सभी वर्क कॉन्ट्रैक्ट पर लागेगा। शासन के इस आदेश अनुसार ठेकेदार को देयक भुगतान के समय जीएसटी की जो दर लागू हो उसके अनुसार टैक्स का भुगतान पृथक से ठेकेदार को दिया जावेगा। जी.एस.टी. को छोड़कर (Exclusive of GST) शेष समस्त कर, उपकर, लेवी, फी, टोल इत्यादि के भुगतान का दायित्व निविदाकार का होगा तथा यह माना जायेगा कि निविदाकार द्वारा प्रस्तुत वित्तीय प्रस्ताव (Financial Offer) में उक्त राशि का भुगतान सम्मिलित है।
2. जी.एस.टी. के संबंध में शासन के आदेश अनुसार प्रावधान किये जाने के परिप्रेक्ष्य में ठेकेदार को उसके द्वारा किये गये कार्य का देयक माल एवं सेवाकर (GST) का स्पष्ट उल्लेख करते हुये विभाग को प्रस्तुत करना होगा। विभाग द्वारा देयक में उल्लेखित जी.एस.टी. के राशि सहित देयक का नियमानुसार भुगतान ठेकेदार को किया जावेगा तथा ठेकेदार का दायित्व होगा कि वह जी.एस.टी. के राशि संबंधित कर विभाग में निर्धारित समय-सीमा में जमा करें।
3. निविदाकार का नियमानुसार संबंधित कर विभाग में पंजीयन होना आवश्यक है। देयक से आयकर, वाणिज्यकर, जी.एस.टी. एवं कर्मचारी कल्याण उपकर इत्यादि का नियमानुसार कटौत किया जावेगा।
4. उपयोग की गई सामग्री से संबंधित रायल्टी की रसीदें देयक के साथ प्रस्तुत करना होगी अन्यथा देयक से रायल्टी काटकर राजस्व मद में जमा कर ली जावेगी, जिसे विभाग संबंधित निविदाकार को वापिस करने हेतु बाध्य नहीं होगा।
5. विभाग में आमंत्रित की जाने वाली समस्त निविदाओं में e-EMD राशि एवं निविदा से संबंधित समस्त दस्तावेजों ऑनलाईन ही प्राप्त किया जावेगा। Electronic रूप से ई.एम.डी. (e-EMD) ऑनलाईन प्राप्त करने हेतु निम्न प्रक्रिया निर्धारित की जाती है :-

निविदाओं में भाग लेने वाले निविदाकार अपने बैंक अकाउंट की जानकारी एम.पी. ई-प्रोक्योरमेंट पोर्टल (<https://www.mptenders.gov.in>) पर अपने लॉग-इन आई.डी. से लॉग-इन कर बैंक अकाउंट डिटेल्स फार्म में दर्ज करेंगे।

निविदाकार RTGS/NEFT/DebitCard/CreditCard/NetBanking के माध्यम से ई.एम.डी. (e-EMD) की राशि पोर्टल पर जमा कर सकेंगे उसके बाद वे निविदा में भाग लेने की कार्यवाही पूर्ववत् करेंगे।

वित्तीय आफर खुलने के उपरांत न्यूनतम निविदाकार की ई.-ई.एम.डी. (e-EMD) की राशि को छोड़कर शेष सभी निविदाकारों द्वारा जमा ई.-ई.एम.डी.(e-EMD) की राशि पोर्टल के माध्यम से वापस की जाएगी, जो कि निविदाकार के पोर्टल पर रजिस्टर्ड बैंक खाते में ही वापस होगी। यहाँ यह स्पष्ट किया जाता है कि ई.-ई.एम.डी.(e-EMD) जमा करने वाले निविदाकार किसी भी खाते से ई.-ई.एम.डी.(e-EMD) की राशि जमा कर सकेंगे परन्तु वापसी निविदाकार के रजिस्टर्ड बैंक खाते में ही होगी। सफल निविदाकार की ई.-ई.एम.डी.(e-EMD) की राशि अनुबंध करने तक रोक कर रखी जाएगी तथा अनुबंध निष्पादित किये जाने के उपरांत वापस की जाएगी।

यदि किसी कारण से ई.एम.डी.(EMD) राजसात करने का निर्णय लिया जाता है तो निविदाकार द्वारा जमा ई.-ई.एम.डी.(e-EMD) की राशि पोर्टल पर राजसात की जाएगी तथा राजसात की गयी राशि सर्विस प्रोवाइडर द्वारा तुरंत लोक स्वास्थ्य यांत्रिकी विभाग के 8443 सिविल जमा खाते में जमा की जाएगी जिसे निक्षेप खाते के धारक द्वारा चालान के माध्यम से राजस्व प्राप्तियाँ 0215 शीर्ष में जमा कराई जाएगी।

6. म.प्र. शासन, लोक स्वास्थ्य यांत्रिकी विभाग के पत्र क्रमांक-एफ-16-181/2012/2/34 दिनांक 02 अगस्त 2018 में दिये गये निर्देशानुसार निविदाकार को एनेक्सर "बी" अनुसार स्वप्रमाणित /स्वहस्ताक्षरित शपथ पत्र प्रस्तुत करना होगा।
7. प्राप्त न्यूनतम निविदा दर (एल-1) पंद्रह प्रतिशत से अधिक नीचे (More Than Fifteen Percent Below) होने पर निविदा दर को अव्यवहारिक दर (Unworkable Rates) माना जावेगा। अव्यवहारिक दरें (Unworkable Rate) प्राप्त होने पर सफलतम निविदाकार (एल-1) द्वारा निविदत्त दर अनुसार गणित निविदा राशि (Tendered amount) एवं एस.ओ.आर. पर निविदा की लागत से 15 प्रतिशत कम राशि (amount 15% below PAC) के अंतर की राशि अतिरिक्त परफोरमेंस ग्यारंटी के रूप में (Additional performance guarantee) ली जायेगी।
8. अतिरिक्त परफोरमेंस गारंटी राष्ट्रीयकृत बैंक की (FDR) स्वरूप में ली जावेगी है। Additional performance guarantee प्राप्त होने के उपरांत ही अनुबंध निष्पादित किया जायेगा।
9. Additional performance guarantee भौतिक रूप से कार्य पूर्णता प्रमाण पत्र (Physical Completion Certificate) जारी होने के पश्चात ही वापस की जायेगी।
10. निविदा सूचना की समस्त शर्तें बंधन कारक होगी। सशर्त निविदा स्वीकार्य नहीं की जावेगी।
11. निविदा अनुबंध के दस्तावेजों पर न्यूनतम रूपये 500/- तथा अधिकतम रूपये 25000/- के अध्याधीन रहते हुये ऐसे दस्तावेज द्वारा प्रतिभूत रकम अथवा मूल्य का 0.25 प्रतिशत स्टाम्प शुल्क प्रभारित होगा।
12. कार्यदिश जारी होने के उपरांत विकासखण्ड में स्थापित हैंडपम्प संबंधित क्षेत्र के उपयंत्री/हैंडपम्प मैकेनिक द्वारा ठेकेदार को हस्तांतरित किये जायेंगे, ठेकेदार द्वारा सभी हैंडपम्प में स्थापित सामग्री यथा पाईप, लिंक रॉड आदि का सत्यापन कर निर्धारित प्रारूप में लिखित रूप से प्रभार लिया जायेगा। ठेकेदार द्वारा हैंडपम्पों का समग्र रूप से अथवा यदैच्छिक परीक्षण (रेंडम चैकिंग) कर प्रभार लिया जा सकेगा।

13. निविदाकार द्वारा कार्यादेश प्राप्त होने के एक माह के अन्दर समस्त हैडपम्पों का निरीक्षण कराकर उनका सुधार सुनिश्चित करना होगा, इसके अतिरिक्त इस प्रकार की व्यवस्था सुनिश्चित करना होगी, जिससे अधिकतम एक माह के समयान्तराल पर हैड पम्प का निरीक्षण सुनिश्चित हो सके। हैडपम्पों में नियमित रूप से हर 6 माह में कम से कम एक बार ग्रीसिंग एवं विभाग द्वारा दिये गये निर्देशानुसार समय-समय पर क्लोरीनेशन की आवश्यकतानुसार व्यवस्था भी टेकदार को करना होगी। विभागीय अधिकारियों द्वारा हैडपंपों का निरीक्षण किये जाने पर ग्रीसिंग न पाये जाने की दशा में रु. 20/- प्रति हैण्डपंप की दर से अर्थदण्ड आरोपित किया जा सकेगा।
 14. इसी प्रकार अनुबंध की समाप्ति के समय भी टेकेदार द्वारा हैडपम्प वापस विभाग को हस्तांतरित किये जायेंगे जिन्हें विभाग द्वारा सामग्री यथा पाईप, लिंक रॉड आदि का सत्यापन कर प्रभार में लिया जायेगा। हैडपम्पों के हस्तांतरण हेतु प्रारूप संलग्न है। विभाग द्वारा हैडपम्पों का समग्र रूप से अथवा यदैच्छक परीक्षण (रैडम चैकिंग) कर प्रभार लिया जायेगा।
 15. टेकेदार द्वारा हैण्डपंप अपने आधिपत्य में लेने के उपरांत समस्त हैण्डपंपों का निरीक्षण कराया जायेगा एवं जो भी हैण्डपम्प बिगड़ें पाये जायेंगे उनका सुधार कार्य कराया जायेगा। हैडपम्पों का निरीक्षण एवं बिगड़ा पाये जाने पर सुधार सतत् प्रक्रिया होगी जो पूरे अनुबंध काल तक चलेगी।
 16. टेकेदार को बिगड़ें हैडपम्प की शिकायत किसी भी माध्यम से यथा विभाग को प्राप्त एवं विभाग द्वारा अग्रेषित, जन प्रतिनिधियों से सीधे प्राप्त, इलेक्ट्रानिक मीडिया से प्राप्त, विकासखण्ड स्तर पर दर्ज, सामान्य जन से सीधे प्राप्त, सी.एम. हेल्पलाईन से प्राप्त होने पर शिकायत को पंजीबद्ध कर सुधार कार्य करना होगा, शिकायतों के निराकरण हेतु प्राथमिकता कम इसी के अनुसार होगा एवं सुधार कार्य के रिकार्ड हेतु प्रत्येक विकासखण्ड स्तर पर एक पंजी रखना होगा।
 17. टेकेदार हैडपम्प संधारण टीम के टीम लीडर (हैडपम्प मैकेनिक) का नाम उसके क्षेत्र की सभी लोकेशन्स यथा ग्राम पंचायत, स्कूल, स्वास्थ्य केन्द्र एवं अन्य स्थल जहाँ ग्रामीण नियमित रूप से एकत्र होते हैं, पर अंकित करायेंगे, जिससे हैडपम्प बिगड़ने की स्थिति में ग्रामवासियों द्वारा सीधे भी उन्हें सूचित किया जा सके।
 18. टेकेदार को शिकायत प्राप्त होने के तीन दिवस के अंदर सुधार कार्य करके, संबंधित पंचायत के सरपंच/वार्ड मेम्बर/विभागीय हैण्डपंप मैकेनिक/स्कूल टीचर/ग्राम सेवक/पटवारी/पंचायत सेक्रेट्री द्वारा दिये गये प्रमाण पत्रों अथवा सुधारे गये हैडपम्प के निकट रहने वाले रहवासियों द्वारा जारी पंचनामों सहित विभाग को अवगत कराना होगा। निर्धारित समयावधि में शिकायत का निराकरण न होने पर रु. 200/- (दो सौ रु. प्रतिदिन) अर्थदण्ड आरोपित एवं वसूल किया जा सकेगा। इसके बाद भी अगले दो दिनों अर्थात् कुल 5 दिवस में सुधार कार्य न होने की दशा में सुधार विभाग द्वारा अपने संसाधनों से करा लिया जायेगा तथा उस पर हुये कुल व्यय (सामग्री सहित) के दो गुने की वसूली टेकेदारों के देयकों से की जायेगी, जो विलम्ब हेतु आरोपित अर्थदण्ड के अतिरिक्त होगी।
 19. हैडपम्पों के सुधार हेतु टेकेदार को श्रमिकों, औजारों एवं हथियारों, तथा सामग्री के परिवहन की व्यवस्था स्वयं करनी होगी परिवहन हेतु प्रत्येक विकासखण्ड स्तर पर कम से कम एक चलित वाहन मय हैडपम्प तकनीशियन के एवं टीम के साथ उपलब्ध रखना होगा। हैण्डपंप तकनीशियन की व्यवस्था टेकेदार को स्वयं करनी होगी।
 20. हैण्डपंपों के सुधार हेतु समस्त सामग्री विभाग द्वारा केन्द्रीय/उपखण्डीय विभागीय भंडारागार पर प्रदान किये जायेंगे, जिसे टेकेदार द्वारा स्वयं के साधन एवं व्यय पर कार्यस्थल तक ले जाया जायेगा। टेकेदार द्वारा हैण्डपंप में लगाये गये पाईपो, लिंक रॉड एवं अन्य के एवज में सात दिवस के अंदर पुरानी सामग्री वापस करना होगी, पुराना सामग्री वापस न किये जाने की स्थिति में विभागीय दर सूची के आधार पर सामग्री की लागत की 120 प्रतिशत के समतुल्य कटौती की जायेगी। परन्तु बाजार एवं विभागीय भंडारागार में सामग्री की अनुपलब्धता हैडपम्प संधारण कार्य में छूट के रूप में स्वीकार्य नहीं होगी। **(further explanation is attached in Ann-I)**
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21. अनुबंध काल में सुधार के दौरान लाईन गिरने के कारण हैडपम्प बंद हो सकते हैं, ऐसे बंद हैडपम्प जो कि सामान्य सुधार की श्रेणी के अंतर्गत ही होंगे, में से लाइन निकालने के सर्वोत्तम प्रयास टेकेदार द्वारा किये जायेंगे। विभागीय प्रतिनिधि की उपस्थिति में कम से कम दो प्रयास के उपरांत भी लाइन न निकाले जा सकने की स्थिति में नलकूप/हैडपम्प से संबंधित आंकड़ों में परिवर्तन किया जा सकेगा। यदि हैडपम्प सुधार क अयोग्य प्रमाणित किया जाता है तो कुल चालू हैडपम्पों की संख्या में कमी कर अनुबंधित राशि में कमी की जायेगी जो ऐसे प्रकरण के उत्पन्न होने के समय से प्रभावशील होगी।
 22. निविदा में उल्लेखित हैडपम्पों की संख्या चालू हैडपम्पों की अनुमानित संख्या है, जिसके सुधार हेतु निविदाकार द्वारा अपनी निविदा प्रस्तुत की गयी है, यदि अनुबंध काल में कोई हैडपम्प/हैड पम्पस् सुधार के अयोग्य हो जाते हैं तो संख्या एवं समय के अनुपात में अनुबंधित लागत में कमी की जायेगी। इसी प्रकार नये हैडपम्प स्थापित हो जाने पर संख्या एवं समय के अनुपात में अनुबंधित लागत में वृद्धि की जायेगी।
 23. ग्रीष्मकाल में विशेष रूप से अप्रैल से जून के मध्य जल स्तर में गिरावट हो सकती है, जिसके कारण जल स्तर इतना नीचे जा सकता है जहाँ से इंडिया मार्क-2 हैडपम्प से पानी खींचना संभव न हो, ऐसे हैडपम्पों का प्रतिवेदन टेकेदार को माहवार उपखण्ड के माध्यम से कार्यपालन यंत्रों को देना होगा एवं उन्हें सुधार के अयोग्य घोषित करना होगा। ऐसे हैड पम्पों को उन माहों के लिये सुधार योग्य हैडपम्पों की संख्या से हटा कर अनुबंधित राशि में उन विशिष्ट माहों हेतु तदनुसार गणना की जायेगी।
 24. यदि जल स्तर नीचे जाने के कारण हैडपम्प में पाईप /लिंक रॉड बढ़ाने पढते हैं तो पाईप/लिंक रॉड बढ़ाने के उपरांत उनका हैड पम्प वार लेखा विभाग में प्रस्तुत करना होगा, जिसमें पूर्व में लगे हुये पाईप/लिंक रॉड एवं बढ़ाये जाने के उपरांत हैडपम्प में लगे हुये पाईप लिंक रॉड का उल्लेख करना होगा, यह जानकारी विकासखण्ड स्तरीय समन्वयक को भी उपलब्ध करायी जायेगी, जिसकी समन्वयक द्वारा उपखण्ड के अभिलेखों में प्रविष्टि करायी जायेगी।

25. हैण्डपम्प संधारण कार्य अथवा सुधार हेतु आने जाने के दौरान यदि कोई दुर्घटना होती है एवं उसके कारण कोई दावे प्रतिदावे उत्पन्न होते हैं तो उनके निपटान का दायित्व ठेकेदार का होगा।
26. प्रत्येक हैण्डपंप का एक लेजर/लाग बुक रखना होगा जिस पर उस हैण्डपंप से संबंधित समस्त जानकारी यथा पार्सप, राड की संख्या, गहराई, हैण्डपंप में पानी की स्थिति (कितने माह एवं कितना पानी देता है), संधारण का दिनांक, क्या सामग्री बदली गई। प्लेटफार्म की स्थिति सुधार कार्य का दिनांक, हैण्डपंप में क्लोरिनेशन कब किया गया, हैण्डपंप का जल नमूना परीक्षण हेतु कब भेजा गया, परीक्षण प्रतिवेदन।
27. बसाहटों की जानकारी उपलब्ध करायेगा जहां हैण्डपंप नहीं है/पूर्व का स्रोत सूख गया हो, भरपट गया हो अथवा गुणवत्ता की समस्या के कारण स्रोत उपयोग हेतु सुरक्षित ना रह गया हो कि जानकारी विभाग को उपलब्ध करायेगा। बसाहट में उपलब्ध परम्परागत पेयजल स्रोत, समीपस्थ नदी, नाले एवं जलाशयों की जानकारी विभाग को उपलब्ध करायेगा।
28. ऐसे स्कूल एवं आंगनबाड़ीयों की जानकारी उपलब्ध कराना जिनमें पेयजल स्रोत नहीं हैं। तथा उनमें स्थापित संयंत्रों की चालू/बंद की जानकारी देगा। ग्रामों में स्थापित एवं प्रगतिरत नल जल योजनाओं संबंधी जानकारी भी विभाग को उपलब्ध करवायेगा।
29. प्रत्येक हैण्डपंप से वर्ष में दो बार जल नमूने का संग्रहण करके उसे जल परीक्षण हेतु जल परीक्षण प्रयोगशाला पहुंचाना, तत्पश्चात वर्ष में दो बार विभाग द्वारा उपलब्ध कराये गये सोडियम हाइपो./ब्लीचिंग पाउडर द्वारा स्रोत का डिसइंफेक्शन करना। इसी प्रकार गुणवत्ता प्रभावित स्रोत से प्रति त्रैमास में सेम्पल एकत्रित कर खण्डीय/उपखण्डीय प्रयोगशाला प्रेषित करना।
30. प्रत्येक हैण्डपंप पर उसमें उपलब्ध जल की मात्रा के आधार पर लाल/नीला पट्टा लगाना होगा।
31. विभाग से प्राप्त सूची अनुसार अक्रियाशील स्थायी रूप से बंद, गुणवत्ता प्रभावित हैण्डपंपों को उखाडकर उसकी सामग्री भण्डारागार में जमा करना होगी।
32. पेयजल के प्रति जागरुकता लाने एवं प्रचार प्रसार गतिविधियों में सहभागिता एवं सहयोग प्रदान करना होगा।
33. यह निविदा अनुबंध का एक भाग होगी।
34. "यदि कार्य के क्रियान्वयन के दौरान किसी भी नवीन आयटम जो कि किसी भी विभाग के एस.ओ.आर. (दिनांक 30 जून 2017 की स्थिति में प्रभावी) से लिया जाये तो उसमें भी 10 प्रतिशत की कटौती करते हुये उस आयटम का भुगतान किया जावेगा। कार्य को पूर्ण करने हेतु यदि ऐसे किसी नॉन एस.ओ.आर. आयटम का क्रियान्वयन आवश्यक हो (जो किसी भी एस.ओ.आर. में सम्मिलित न हो) तथा उसकी दरों का आंकलन बाजार दर से करना पड़े तो ऐसे आयटम के दरों की गणना हेतु बाजार दरों में करों का समावेश नहीं किया जावेगा। यहाँ यह स्पष्ट किया जाता है कि ठेकेदार द्वारा किसी भी निविदा में दी गई प्रतिशत दरें प्रमुख अभियंता, लोक स्वास्थ्य यांत्रिकी विभाग के परिपत्र क्रमांक-327 दिनांक 14.09.2017 के अनुसार कम की गई 10 प्रतिशत दरों पर ही देय होगी। निविदाकार द्वारा अपनी दरों का आंकलन उक्तानुसार ही किया जावे, इस हेतु संबंधित विभागों द्वारा उनके एस.ओ.आर. में जी.एस.टी. के परिपेक्ष्य में यदि कोई संशोधन किया जाता है तो ऐसे संशोधन को लोक स्वास्थ्य यांत्रिकी विभाग द्वारा मान्य किये जाने संबंधी आदेश जारी होने पर ही लागू माना जावेगा।
35. निविदाकार/ठेकेदार को हैण्डपंपों के निरीक्षण एवं सुधार कार्य के लिये अनुबंधित राशि के निम्नानुसार अंशों को भुगतान माहवार किया जायेगा :-

1. प्रथम त्रैमास (अप्रैल, मई एवं जून) प्रत्येक माह में 11 प्रतिशत (प्रथम त्रैमास में कुल 33 प्रतिशत)
2. द्वितीय त्रैमास (जुलाई, अगस्त एवं सितम्बर) प्रत्येक माह में 6 प्रतिशत (द्वितीय त्रैमास में कुल 18 प्रतिशत)
3. तृतीय त्रैमास (अक्टूबर, नवम्बर एवं दिसम्बर) प्रत्येक माह में 8 प्रतिशत (तृतीय त्रैमास में कुल 24 प्रतिशत)
4. चतुर्थ त्रैमास (जनवरी, फरवरी एवं मार्च) प्रत्येक माह में 8,8 एवं 9 प्रतिशत चतुर्थ त्रैमास में कुल 25 प्रतिशत देय भुगतानों से नियमानुसार देय करों की कटौती की जायेगी।

**PAYMENT BREAK UP
SCHEDULE Sr. No.**

	Quarters	% of payment
1.	First Quarter (April, May and June)	33 (11 in each of three month)
2.	Second Quarter (July, August, September)	18 (6 in each of three month)
3.	Third Quarter (October, November, December)	24 (8 in each of three month)
4.	Fourth Quarter (January, February, March)	25 (8,8 and 9 respectively in three month)

36. ठेकेदार हैण्डपंप संधारण टीम के टीम लीडर (हैण्डपंप मैकेनिक) का नाम उसके क्षेत्र की सभी लोकेशन्स यथा ग्राम पंचायत, स्कूल, स्वास्थ्य केन्द्र एवं अन्य स्थल जहाँ ग्रामीण नियमित रूप से एकत्र होते हैं पर अंकित करायेंगे। जिससे हैण्डपंप बिगड़ने की स्थिति में ग्रामवासियों द्वारा सीधे भी उन्हें सूचित किया जा सके, जिसका प्रारूप निम्नानुसार रहेगा :-

ढेकेदार का नाम	
ढोबाईल नं.	
हैण्डपंप ढेकेनलक का नाम	
ढोबाईल नं.	
हैण्डपंप ढेकेनलक का क्षेत्र	

उपरोक्त बोर्ड का छायाचलत्र (फोटो) प्रथढ देयक के साथ प्रस्तुत करना अनलवार्य होवेगा ।

- 37 यदल कलसी हैण्डपंप ढें 6 ढीटर तक राईजर पाईप बढाई जाती है तो उसे लघु (Minor) सुधार ढे ढाना जायेगा ।
38 ढेकेदार को श्रढ वलढाग, ढवलष्य नलधल कार्यालय, ई0एस0आई0 कार्यालय ढें पंजीकृत होना आवश्यक है ।

कार्यपालन यंत्रल,
लोक स्वास्थ्य यांत्रलकीय खण्ड
कटनी (ढ0प्र0)

Section 4
Bill of Quantities (BOQ)

- General Description of Work** - REPAIRING & MAINTINANCE OF.HAND PUMP IN BLOCK BADWARA DISTRICT KATNI.
- Probable Amount of Contract** -
- (Rs. in Figure)** - **Rs. 1740000.00**
- (Rs. in Words)** - **Rs. SEVENTEEN LAKH FOURTY THOUSAND Only.**

S. No	SOR Ref.	Particulars of item	Qty.	Unit	Rate	Amount (in Figure)	Remark
1	2	3	4	5	6	7	8
1	P-256-24.14	Labour only for minor repairing work of India Mark II hand pump including replacement of unserviceable parts i.e chain, handle, axle either one or more parts as the case may be along with overhauling of hand pump set and transportation etc as per approved specifications (Material will be supplied by the department).	315	Per H.P.	585.00	184275.00	
2	P-256-24.15	Labour only for major repairing work of India Mark II hand pump including replacement of unserviceable parts such as washer, cylinder, riser pipe, link rod either one or more parts as the case may be along with overhauling, minor repairing work and transportation etc as per approved specification (Material will be supplied by the department).	1325	Per H.P.	1109.00	1469425.00	
	P-257-24.16	Labour only for taking out of fallen hand pump pipe line assembly from tube well using special T&P required for the same i/c depositing all the obtained material in departmental store complete item .- Depth up to 150 mtr.	35	Per H.P.	2472.00	86520.00	
		TOTAL	1640			1740220.00	
		SAY Rs.				1740000.00	

Probable Amount of Contract for 01 Years = 17.40 Lakh

SECTION 5

AGREEMENT FORM Agreement

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

Binding Signature of Employer _____
Binding Signature of Contractor _____