

कार्यालय म0प्र0 राज्य कृषि विपणन बोर्ड, तकनीकी संभाग क्र.2,  
26, किसान भवन, अरेरा हिल्स, भोपाल

क्र./तक.सं.क्र.2/अनुरक्षण/28/3/III/1371

भोपाल,दिनांक: 23.01.2020

निविदा आमंत्रण सूचना (द्वितीय) ::

निविदा क्रमांक 2020\_MPSAM\_76182\_1 के अन्तर्गत, 2 नग लिफ्ट के 3 वर्ष के वार्षिक रखरखाव कार्य हेतु ऑन लाईन निविदायेँ दिनांक 09.02.2020 को शाम 05:30 बजे तक एवं भौतिक रूप से दिनांक 12.02.2020 को शाम 5:30 बजे तक जरिये स्पीड पोस्ट/पंजीकृत डाक से (वित्तीय आफर को छोडकर) आमंत्रित की जाती है। निविदा प्रपत्र एवं अन्य जानकारी निविदाकारों को म.प्र. शासन के ई-निविदा के पोर्टल <https://mptenders.gov.in> पर प्राप्त होगी एवं उक्त निविदा से संबंधित समस्त जानकारी मंडी बोर्ड के पोर्टल [www.mpmmandiboard.gov.in](http://www.mpmmandiboard.gov.in) पर भी अवलोकनीय होगी।



कार्यपालनयंत्री  
म.प्र.राज्य कृषि विपणन बोर्ड  
तकनीकी संभाग क्र. 02, भोपाल





# SECTION 1

## Notice Inviting e-Tenders (SECOND CALL)

Government of Madhya Pradesh  
OFFICE OF THE Executive Engineer  
M.P. State Agricultural Marketing Board Tech. Division -02

N.I.T. No. /T ecDNo.2/LIFT/PART/28/3/III /1371 / e-tendering dated 23-01-2020

Online lumpsum rate bids for the following works are invited from Expert agency and reputed firms fulfilling registration criteria. AS PER DETAILED NIT & INSTRUCTIONS.

S. No. /Pkg/ Code	Work	District(s)	Probable Amount	Completion Period
2020_MPSAM _76182_1	COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS: (I) Lift at Western Gate-3 floors (Otis Model No. ground floor to 3rd floor-12.0 Mtrs) installed on 23/10/2012 52KY 3612 (II) Lift at division office entrance gate - 4 floors (Otis Model No- ground floor to 4th floor-15.0 Mtrs) installed on 23/10/2012 52KY 3611	Bhopal	6.00 Lakh (Rs. Six Lakhs only)	36 Months (03 years)( Including Rainy Session)

1. Interested bidders can view the NIT on website <http://mptenders.gov.in>
2. The Bid Document can be purchased only online from 24/01 /2020 (date) 11:30 AM. (time) to 09/02/2020(date) 5:30P.M (time).
3. Amendments to NIT, if any, would be published on website - <http://mptenders.gov.in> and Mandi Board Portal "mpmandiboard.gov.in only, and not in newspaper.
4. ~~Original term deposit~~ Receipt of earnest money deposit, Receipt for the cost of bid document ,E.P.F. & E.S.I. Registration Certificate, affidavit and other document shall be submitted by the bidder by Only Govt. registered/speed post only (not by private courier or by hand) so as to reach the office as prescribed in Bid Data Sheet.



Executive Engineer

M.P. State Agricultural Marketing Board

Tech. Division no. 02



## Notice Inviting Tender (SECOND CALL)

**Government of Madhya Pradesh**  
**OFFICE OF THE Executive Engineer**  
**M.P. State Agricultural Marketing Board, Tech. Division - 02**

N.I.T. No. /T ecDNo.2/LIFT/PART/28/3/III / 1371 / e-tendering

dated 23-01-2020

Online lumpsum rate bids for the following works are invited from from Expert agency and reputed firms fulfilling registration criteria. AS PER DETAILED NIT & INSTRUCTIONS.

S. No. /Pkg/ Code	Name of Work	District	Probable Amount of Contract (Rs. in lack)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Period of Completion Including Rainy Session.
2020_ MPS AM_ 76182 _1	COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS: (I) Lift at Western Gate (Otis Model No. ground floor to 3rd floor- 12.0 Mtrs) installed on 23/10/2012 52KY 3612 (II) Lift at division office entrance gate - 4 floors (Otis Model No- ground floor to 4th floor - 15.0 Mtrs) installed on 23/10/2012 52KY 3611	Bhopal	Rs. 6.00 Lakh (Rs. Six Lakh only)	Rs.12000/- (Rs. Twelve thousand only)	Rs. 2000/- (Rs. Two thousand only)	36 Months (Including Rainy Season)

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
  - i) pay the cost of Bid Document;
  - ii) deposit the Earnest Money;
  - iii) Submit a check list and
  - iv) Submit an affidavit on non-judicial stamp of Rs. 50/- Duly Notarized in original
  - v) E.P.F., E.S.I. & G.S.T. Registration Certificate.
  - vi) Submit an "A" Class Electrical License From MP Licensing Board And Authorised Dealer/Manufacturer

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 <sup>1</sup>and must have "A" Class Electrical License From MP Licensing Board And Authorised Dealer/Manufacturer. However, such bidders who are not registered also submit their bids after having applied for registration with appropriate authority.
- (b) The bidder would be required to have valid registration at the time of signing of the Contract.
- (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.

6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.

7. The Bid Document can be purchased only online from 11:30 A.M.(time) 24 / 01 /2020 (date) to 17:30 (time) 09/02/2020 (date). Other key dates may be seen in bid data sheet.

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

9. ~~Original Term Deposit Receipt of earnest money deposit, payment slip for the cost of Bid Document, EPF, ESI & GST Registration Certificate, affidavit and other document shall be submitted by the bidder by Only Govt. registered/speed post only (not by private courier or by hand) so as to reach the office as prescribed in Bid Data Sheet.~~

CS/ST/E

2/20/20  
AS



Executive Engineer  
M.P. State Agricultural Marketing Board  
Tech. Division No. 02

**M.P. State Agricultural Marketing Board, Bhopal**  
**Appendix 2.10**  
**Tender Document**

For Lumpsum Rate only in Works Departments and other  
Departments similar to Works Departments

**(EFFECTIVE FROM 01/01/2019)**

**OFFICE OF THE EXECUTIVE ENGINEER**

**M.P. State Agricultural Marketing Board Tech. Division - 02, Bhopal**

NIT Number and Date :

Agreement Number and Date : \_\_\_\_\_

Name of Work : COMPREHENSIVE ANNUAL  
MAINTENANCE OF TWO LIFTS (OTIS  
make) Y3611(DIVISION OFFICE  
ENTERANCE) & Y3612(WESTERN GATE)  
INSTALLED IN MANDI BOARD COMPLEX,  
BHOPAL FOR THREE YEARS

Name of the Contractor : \_\_\_\_\_

Probable Amount of Contract

(Rs. In Figure) : Rs. 6,00,000/-

(Rs. In Words) : **Rupees Six Lakh only**

Contract Amount (Rs. In Figure) : \_\_\_\_\_

(Rs. In Words) : \_\_\_\_\_

Stipulated Period of Completion: 36 Months



# Appendix 2.10

## Tender Document

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# SECTION 1

## Notice Inviting e-Tenders

Government of Madhya Pradesh  
OFFICE OF THE Executive Engineer

M.P. State Agricultural Marketing Board Tech. Division -02

N.I.T. No. /T ecDNo.2/LIFT/PART/28/3/III /1371 / e-tendering dated 23.01.2020

Online lumpsum rate bids for the following works are invited from Expert agency and reputed firms fulfilling registration criteria. AS PER DETAILED NIT & INSTRUCTIONS.

S. No. /Pkg/ Code	Work	District(s)	Probable Amount	Completion Period
2020_MPSAM _76182_1	<p><b>COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS:</b></p> <p>(I) Lift at Western Gate-3 floors (Otis Model No. ground floor to 3rd floor-12.0 Mtrs) installed on 23/10/2012 52KY 3612</p> <p>(II) Lift at division office entrance gate - 4 floors (Otis Model No- ground floor to 4th floor-15.0 Mtrs) installed on 23/10/2012 52KY 3611</p>	Bhopal	6.00 Lakh (Rs. Six Lakhs only)	36 Months (03 years)( Including Rainy Session)

- Interested bidders can view the NIT on website <http://mptenders.gov.in>
- The Bid Document can be purchased only online from 24/01 /2020 (date) 11:30 AM. (time) to 09/02 /2020(date) 5:30P.M (time).
- Amendments to NIT, if any, would be published on website - <http://mptenders.gov.in> and Mandi Board Portal "[mpmandiboard.gov.in](http://mpmandiboard.gov.in) only, and not in newspaper.
- Original term deposit Receipt of earnest money deposit, Receipt for the cost of bid document ,E.P.F. & E.S.I. Registration Certificate, affidavit and other document shall be submitted by the bidder by Only Govt. registered/speed post only (not by private courier or by hand) so as to reach the office as prescribed in Bid Data Sheet.*

Executive Engineer  
M.P. State Agricultural Marketing Board  
Tech. Division no. 02

## Notice Inviting Tender

**Government of Madhya Pradesh**  
**OFFICE OF THE Executive Engineer**  
**M.P. State Agricultural Marketing Board, Tech. Division - 02**

N.I.T. No. /T ecDNo.2/LIFT/PART/28/3/III / 1371/ e-tendering dated 23.01.2020

Online lumpsum rate bids for the following works are invited from from Expert agency and reputed firms fulfilling registration criteria. AS PER DETAILED NIT & INSTRUCTIONS.

S. No. /Pkg/ Code	Name of Work	District	Probable Amount of Contract (Rs. in lack)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Period of Completion Including Rainy Session.
2020_ MPS AM _7618 2_1	<p>COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS:</p> <p>(I) Lift at Western Gate (Otis Model No. ground floor to 3rd floor- 12.0 Mtrs) installed on 23/10/2012 52KY 3612</p> <p>(II) Lift at division office entrance gate - 4 floors (Otis Model No- ground floor to 4th floor - 15.0 Mtrs) installed on 23/10/2012 52KY 3611</p>	Bhopal	Rs. 6.00 Lakh (Rs. Six Lakh only)	<b>Rs.12000/-</b> (Rs. Twelve thousand only)	Rs. 2000/- (Rs. Two thousand only)	36 Months (Including Rainy Season)

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
  - i) pay the cost of Bid Document;
  - ii) deposit the Earnest Money;
  - iii) Submit a check list and
  - iv) **Submit an affidavit on non-judicial stamp of Rs. 50/- Duly Notarized in original**
  - v) **E.P.F., E.S.I. & G.S.T. Registration Certificate.**
  - vi) **Submit an "A" Class Electrical License From MP Licensing Board And Authorised Dealer/Manufacturer**

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 <sup>1</sup>and must**



**have "A" Class Electrical License From MP Licensing Board And Authorised Dealer/Manufacturer.** However, such bidders who are not registered also submit their bids after having applied for registration with appropriate authority.

- (b) The bidder would be required to have valid registration at the time of signing of the Contract.
- (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

- 5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
- 6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
- 7. The Bid Document can be purchased only online from 11:30 A.M.(time) 24 /01/2020 (date) to 17:30 (time) 09 /02/2020 (date). Other key dates may be seen in bid data sheet.
- 8. Amendments to NIT, if any, would be published on website only, and not in newspaper.
- 9. ~~Original Term Deposit~~ Receipt of earnest money deposit, payment slip for the cost of Bid Document, EPF, ESI & GST Registration Certificate, affidavit and other document shall be submitted by the bidder by Only **Govt. registered/speed post only (not by private courier or by hand)** so as to reach the office as prescribed in Bid Data Sheet.

Executive Engineer  
M.P. State Agricultural Marketing Board  
Tech. Division No. 02

## **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 Annexure
  3. Conditions of Contract:
    - i. Part I General Conditions of Contract and the Contract Data with all Annexure 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.

Section 2 – Instruction to Bidders

### 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 **Envelop A** shall contain the following as per details given in the Bid Data Sheet:

- a. Registration number or proof of application for registration and organizational details in format given in the Bid Data Sheet.
- b. Payment slip for the cost of Bid Document;
- c. Earnest Money and
- d. **Submit an affidavit on non-judicial stamp of Rs. 50/- Duly Notarized in original.**
- e. **EPF, ESI & GST Registration certificate with Registration Number.**
- f. **Submit an “A” Class Electrical License From MP Licensing Board And Authorised Dealer/Manufacturer**

**Part 2** – This shall be known as Online **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelop B** shall contain a self-certified sheet **duly supported by documents certified by the Concerned Department’s Officer not below the rank of Executive Engineer to demonstrate fulfillment of pre-qualification conditions.**

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

**13. Language**

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

**14. TECHNICAL PROPOSAL**



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

## **15. FINANCIAL BID**

- i. The bidder shall have to quote rates in format referred in Bid Data Sheet, in **lumpsum**, and not item wise. ~~If the bid is in absolute amount, percentage rate 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. Lump sum Rates 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 **except GST**; and the Employer shall not be liable for the same.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

## **16. PERIOD OF VALIDITY OF BIDS**

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

## **17. EARNEST MONEY DEPOSIT (EMD)**

- 17.1** The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2** The EMD shall be in the form of Online Transfer in to given Scheduled Bank Account or Fixed Deposit Receipt or Demand Draft of a scheduled commercial bank issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, other form(s) of EMD may be allowed by the Employer by mentioning it in the Bid Data Sheet. If EMD Submitted other than online transfer form, physical form of EMD document must be submitted in envelop A to the giving name and address as in Bid Data Sheet.
- 17.3** Bid not accompanied by EMD shall be liable for rejection as non-responsive.

- 17.4** EMD of bidders Except L-1 Must be returned immediately After Opening of the Financial bid.
- 17.5** EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6** Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

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

- 18.** The bidder is required to submit 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 Envelope 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelope '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 On non-judicial stamp as per guide line of MAHA Nirikshak, Panjiyan, M.P. Letter No. 1502/ Tech-11/2016 dated 22-03-16.

**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 and debar for one year in the departmental tender and 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.

**24.1 BLACK LISTIN/SUSPENSION (As per Secretry MP Govt. PWD Letter No. F 17-1/2010/19/B/244 Bhopal Dated 24.03.2015)**

I. The affidavit/self declaration contains any false information of suppresses any material information. (As per Secretary MP Govt. PWD Letter No. F 17-1/2010/19/B/244 Bhopal Dated 24.03.2015)

II. Such bidder, whose bid is acceptor, fails to execute the agreement. The suspension will be in addition to forfeiture of his earnest of his earnest money of any other penalty imposed as per the tender condition.

III. Contractor fails to renew the securities deposited to the department.

IV. If documents submitted are found to be false.

V. The contractor is found to be non-serious in executing the agreement work or leaves the agreement work incomplete. Irrespective of the expiry of the full contract period.

VI. The contractor fails to rectify any lapse (s) in quality of the work done within a reasonable time.

VII. Contractor fails to maintain/repair/re do the work upto the expiry of performance guarantee period, when it is specifically brought to his notice.

VIII. On any other ground which is considered reasonable after recording reason.

Section 2 – Instruction to Bidders

**Note:-**

- (a) During the period of suspension neither his registration will be renewed nor fresh registration will be issued.
- (b) Black listed contractor will not be allowed fresh registration or renewal of his registration till order of black listing is revoked or cancelled.
- (c) Contractor of firms black listed or suspended or any of its partners will not be registered under any other name.
- (d) Period of suspension should be for a definite period.
- (e) **Remedy / Appeal:** - As per clause 12 Page No. 46 Of Tender Form (Dispute Resolution System) & Contract Data Sheet GCC Clause 36 & 41.

**[End of ITB]**

## Bid Data Sheet

GENERAL		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	<b>EXECUTIVE ENGINEER M.P. STATE AGRICULTURAL MARKETING BOARD, Bhopal Division - 02, Bhopal</b>
2	NIT No.	<b>1371 dated 23.01.2020</b>
3	Date of NIT	<b>23.01.2020</b>
4	Bid document download available from date & time	24.01.2020 समय 11:30
5	Website link	<b><a href="http://www.mptenders.gov.in">http://www.mptenders.gov.in</a></b>
SECTION 1 - NIT		
NIT CLAUSE	PARTICULARS	DATA
2	Portal Fees (also known as processing fee)	As notified in E-Tendering Website
3	Cost of Bid Document	<b>Rs. 2000</b>
	Cost of Bid Document Payable at	<b>ONLINE PAYMENT MODE</b>
	Cost of Bid Document In favour of	<b>Executive Engineer M.P. State Agricultural Marketing Board Tech. Division No. - 02,Bhopal</b>
4	Affidavit Format	As per 'Annexure- B'
	Pre-qualifications required	YES
	details	As per' Annexure- C'
5		(Evaluation by <b>Executive Engineer/Assistant Engineer Division -02, Bhopal</b> who will intimate reasons to disqualified bidders) (a) Financial by Accountant/Sr. Auditor (b) Technical by upto Rs. 50 Lacs Assistant Engineer & more than Rs. 50 Lacs Executive Engineer.
6	Special Eligibility (if yes, prior permission of <b>Superintending Engineer, MP State Agricultural Marketing Board, Bhopal</b> required)	YES
	If Yes, details	NO
		As per 'Annexure -D'
6 a	<b>Special conditions Of Building work</b>	<b>YES, As per Letter no. F-6-11/2015/nivida/vishesh shrat/sa/pd/1242 dated 15-12-15 of Project Director PWD, PIU, M.P. Bhopal and Secretary MP PWD Bhopal Letter No. 7666/2464/2015/19/yo dated 10-12-15 Known as Special conditions 10-12-15 for building work.</b>
7	Key dates	As per 'Annexure -A'



## Bid Data Sheet

SECTION 2 - ITB.		
ITB CLAUSE	PARTICULARS	DATA
1	Name of the 'Work'	COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS: (I) Lift at Western Gate-3 floors (Otis Model No. ground floor to 3rd floor- 12.0 Mtrs) installed on 23/10/2012 52KY 3612 (II) Lift at division office entrance gate - 4 floors (Otis Model No- ground floor to 4th floor - 15.0 Mtrs) installed on 23/10/2012 52KY 3611
2	Specifications	As per 'Annexure – E' in addition to as below: (a) <del>In case of Roads and Bridge works:</del> <b>'SPECIFICATION FOR ROAD AND BRIDGE WORK (fifth Revision) By MORTH</b> (b) In case of Building works: <b>SPECIFICATION FOR BUILDING WORKS By CPWD</b> (In case of special Building works prior permission From Engineer-in-Chief / Chief Engineer) (c) <del>Stipulation by SOR in Force</del>
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed.	<b>YES/No, IF YES</b> allowed as below: 1) <del>In case of Roads and Bridge works costing more than Rs. twenty five Cr.</del> and 2) <del>In case of Prefab and Special Building works costing more than Rs. two Cr.</del> 3) <del>In case of Combine Road, Bridge &amp; Building work Costing more than Rs. 10 Cr.</del> (in case of special Building works prior permission from <b>Engineer in Chief / Chief engineer, MP State Agricultural Marketing Board, Bhopal required</b> )
	If yes, requirement for Joint Venture	As per 'Annexure – G'
12	<b>Envelope-A</b> containing : i.Registration Number or proof of application for registration and Organizational details as per 'Annexure H' ii. Cost of Bid Document iii. Earnest Money Deposit iv. An affidavit duly notarized as per 'Annexure- B' v. EPF & ESI Registration Certificate vi. Submit an "A" Class Electrical License From MP Licensing Board And Authorised Dealer/Manufacturer should reach in physical form	<b>Physical documents as per given in envelope shall be delivered by Only Govt. registered / speed post so as to reach the office of Executive Engineer M.P. State Agricultural Marketing Board, Tech. Division No. 02 up to 5.30 pm. on date 12.02.2020</b>
13	<b>Envelope-B</b> Technical Proposal	As per 'Annexure - I' and Annexure - I (Format I-1to I-5)

14	<b>Envelope-C</b> Financial Bid	As per 'Annexure - J '
	Materials to be issued by the department	As per 'Annexure - K '
	If Yes	As per 'Annexure - K '
15	Period of Validity of Bid	<b>120 Days from the date of received Of Bid</b>

## Bid Data Sheet

ITB CLAUSE	PARTICULARS	DATA
<b>16</b>	<b>Earnest Money Deposit</b>	<b>Rs 12000/-</b>
17	Forms of Earnest Money Deposit	(i) Online transfer in the given Scheduled Bank Account (ii) <del>FDR/ e-FDR, of scheduled commercial bank</del> (iii) <del>Demand draft of scheduled commercial bank</del> (iv) <del>Interest bearing securities of post office.</del>
	If EMD transferred online, Then Bank Detail of Employer	(i) Account no. .... (ii) IFSC ..... (iii) Bank name..... (iv) Branch With code..... (v) Account Holder's Name.....
18	EMD valid for a period of	<b>Six months or more</b>
19	FDR must be drawn in favour of	<b>Executive Engineer M.P. State Agricultural Marketing Board Tech. Division No.02, Bhopal</b>
21	Letter of Acceptance (LOA)	As per 'Annexure -L'
	Amount of Performance Security	<del>5% of Contract Amount for Road and Bridge works;</del> <b>5% of the Contract Amount for building works.</b>
	Additional Performance Security, if any	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and <b>Fifteen</b> percent (below/minus), considering bid rates less than <b>Fifteen</b> percent below PAC, to be unworkable and shall require additional performance security (guarantee). in favour of Executive Engineer, Technical Division, .....
22	Performance Security in the format	As per 'Annexure- M'
	Performance Security in favour of	<b>Executive Engineer M.P. State Agricultural Marketing Board Tech. Division No. 02</b>
	Performance Security valid up to.	Performance Guarantee ( Security) Valid Up to 3 Months Beyond the Completion of defect liability Period (Maintenance Period)
	<b>Additional Performance Guarantee Valid Up to</b>	<b>Additional Performance Guarantee Valid Up to Stipulated time of completion plus 3 months.</b>
	<b>Refund of Additional Performance Security</b>	<b>Additional Performance Guarantee is to be released after 3 months of issuing Physical Completion Certificate by the Executive Engineer.</b>

**Annexure – A***(See clause 1, 7 of Section 1 -NIT)***KEY DATES****KEY DATES:**

<b>1</b>	<b>Publishing Date</b>	24-Jan-2020 10:30 AM	<b>2</b>	<b>Document Download / Sale Start Date</b>	24- Jan -2020 11:30 AM
<b>3</b>	<b>Bid Submission Start Date</b>	24- Jan -2020 11:30 AM	<b>4</b>	<b>Bid Submission Closing Date</b>	10-Feb-2020 05:30 PM
<b>5</b>	<b>Bid Opening Date</b>	13-Feb-2020 02:30 PM			

**THE RECEIPT OF EARNEST MONEY, ONLINE PAYMENT AT PORTAL FOR THE COST OF BID DOCUMENT, EPF, ESI & G.S.T. REGISTRATION CERTIFICATE, AFFIDAVIT AND OTHER DOCUMENT SHALL BE SUBMITTED BY THE BIDDER ONLY UPTO DATE 12.02.2020 TIME 17:30 BY GOVT. REGISTERED/SPEED POST (NOT BY PRIVATE COURIER OR BY HAND) SO AS TO REACH THE OFFICE AS PRESCRIBED IN BID DATA SHEET.**

**Annexure – B**  
(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.
  - d. The E.P.F. Registration No. is.....,E.S.I. Registration No is..... & .G.S.T. Registration No is.....
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 \_\_\_\_\_
4. That, I/We/Firm is not black listed by any department **OR**  
I/We/Firm is black Listed by the .....(Department) for a period ..... Month/Year and Such time Period lapsed on dated .....

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

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

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

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

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



**PRE-QUALIFICATIONS CRITERIA**

**The bidder should have:**

**A. Financial**

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

**B. Physical Requirement:-**

Required Executed Physical quantity for pre qualifications in last five preceding years shall be as below:

S no	Particulars	Quantity required	Period ( in any one financial year during the last preceding 5 financial years
1	Physical qualification required for <b>PRE-QUALIFICATIONS CRITERIA</b> for S. no. A (iii)	<b>Yes/No</b>	

**(The Employer shall specify all physical qualifications required)**

**NOTE:- FOR QULIFYING QUANTITY OF ITEM, 50 % QUANTITY OF THOSE ITEMS ARE TO BE TAKEN WHOSE AMOUNT IS MORE THEN 20% OF NIT AMOUNT.**

**Annexure – D**

*(See clause 6 of Section 1 -NIT)*

**SPECIAL ELIGIBILITY CRITERIA**

**The bidder should have experience of:**

A. Erection of Steel Gates

-

B. Construction of tunnel

-

**NILL**

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

**ANNEXURE - E**

(See clause 2 of Section 2 –ITB &  
Clause 10 of GCC)

## **Specifications**

1. **MP PUBLIC WORKS Department Specifications,**
2. **CPWD Maintenance Manual**
3. **Specifications FOR ELECTRICAL WORKS**

**(The soft copy of above specifications is available at departmental website  
[www.cpwd.gov.in](http://www.cpwd.gov.in) )**

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



**Annexure - F***(See clause 3of section 2-ITB)***Procedure for Participation in e-Tendering****1. Registration of Bidders on e-Tendering System:**

All the PWD registered bidders have to enrol their respective firms on the portal <https://www.mptenders.gov.in>. For more details may contact [support-eproc@nic.in](mailto:support-eproc@nic.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](http://cca.gov.in).

**Note:**

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

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

In case of Partnership firm, majority of the partners have to authorize a specific individual through Authority Letter signed by majority of the partners of the firm. In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority

Letter. Unless the certificate is revoked, it will be 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.P1

**5. Preparation and Submission of Bids**

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

**6. Purchase of Bid Document**

For purchasing of the bid document bidders have to pay Service Charge online ONLY which is Rs. [as per Bid Date Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and upto scheduled time and date as set in the key dates.

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

**7 Withdrawal, Substitution and Modification Of Bids**

Bidder can withdraw and modify the bid till Bid submission end date.P19F

## Annexure – G

(See clause 4 of Section 2 -ITB)

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

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

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

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

**Annexure -H**

(See clause 12 of Section 2 –ITB&amp; clause 4 of GCC)

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

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
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) <b>Validity of Registration up to Date .....</b>
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	
4a	<b>If Other than Individual</b>	Registration No. _____ Date _____ (Scanned copy of Registration to be uploaded)
4b	<b>PAN .No.</b>	No ..... (Scanned copy of PAN to be uploaded)
4c	<b>GST Registration No.</b>	No ..... Date _____ (Scanned copy of Registration Certificate to be uploaded)
4d	<b>EPF Registration</b>	No..... Date..... (Scanned copy of Registration Certificate to be uploaded)
4e	<b>ESI Registration</b>	No..... Date..... (Scanned copy of Registration Certificate to be uploaded)
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	
	<b>Details of Authorized Representative</b>	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
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: \_\_\_\_\_



**Annexure – I**  
(See clause 14 of Section 2 -ITB)

**Envelope – B, Technical Proposal**

**Technical Proposal shall comprise the following documents:**

Sno	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.*

अन्य आवश्यक दिशा निर्देश:-

1. **Bid capacity** हेतु वेल्यु **C** के निर्धारण में ठेकेदार द्वारा चल रहे/अनुबंध किये गये समस्त कार्यों को सामिल किया जावे एवं साथ ही **Existing Commitments work** की जानकारी में आवश्यक रूप से नोट लगाकर उल्लेख किया जावे कि उक्त जानकारी में प्रस्तुत कार्यों के अतिरिक्त संबंधित ठेकेदार के अन्य कोई कार्य प्रगतिरत अथवा अनुबंधित नहीं है बिड केपेसिटी के निर्धारण पत्रक पर हस्ताक्षर होना अनिवार्य है।

2. सिविल कार्यों के साथ विद्युत कार्यों हेतु सक्षम श्रेणी का लायसेन्स मांगे जाने की दशा में ठेकेदार द्वारा अन्य व्यक्ति/कर्मचारी का लायसेन्स संबंधित विद्युत ठेकेदार के लेटर पेड पर टेण्डर क्रमांक.....के विद्युत कार्य हेतु सहमति के साथ प्रस्तुत किया जावे साथ ही निविदाकार को रू. 100.00 के शपथ पत्र पर उल्लेख करना होगा कि निविदाकार द्वारा उक्त कार्य में सम्मिलित विद्युत कार्य उसी व्यक्ति से कराया जावेगा जिसका जीवित लायसेन्स उसके द्वारा निविदा के दस्तावेजों के साथ प्रस्तुत किया गया है।

**Annexure - I (Format: I-1)***(See clause 14 of Section 2 -ITB)***FINANCIAL & PHYSICAL EXPERIENCE DETAILS****A. Financial Requirement:****The bidder should have completed either of the below:**

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

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

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

*TABLE-1, TABLE – 2 & TABLE -3 as below to be filled in by the contractor:**Similar Work : Details of Successfully Completed similar works in last preceding Five Years :-*

<b>TABLE -1 ( Similar Works to be Filled by Bidder)</b>								
<b>Agreement Number &amp; Year</b>	<b>Name of Work</b>	<b>Date of Work Order</b>	<b>Date of Completion</b>	<b>Amount of Contract</b>	<b>Amount of Completion</b>	<b>Employer's Name and Address</b>	<b>Encl. number</b>	<b>Total Pages</b>

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

<b>TABLE -2 (Existing Commitments)</b>								
<b>Agreement Number &amp; Year</b>	<b>Name of Work</b>	<b>Date of Work Order</b>	<b>Stipulated Date of Completion</b>	<b>Amount of Contract</b>	<b>Amount of balance work</b>	<b>Employer's Name and Address</b>	<b>Encl. number</b>	<b>Total Pages</b>

**Note ( For Table 1 & Table 2 ) :-**

- a) Certificate duly signed by the employer shall also be enclosed for each completed or work in hand similar work.
- b) Similar works for building contracts means building works. Merely open platform (caps etc) or boundary wall shall not be treated as similar work for building work. Experience of civil engineering infrastructure work shall also be considered for prequalification purpose only after third call of tenders for building works.
- c) In case of cost of work (PAC) more than Rs. 100.00 (One Hundred) Crore. The work completed shall be read as 'executed', which means payment received in the contract.

**B. Physical Qualification, Prescribed, if any:**

Execution of similar items of work in any one year during the last Preceding 5 Financial years should not be less than the minimum physical requirement, Prescribed if any, fixed for the work.

TABLE – 3 ( Similar Items)							
SNo	Particulars	Actual Quantity Executed (To be filled in by the contractor)					Supporting document Sr. No.
		Year – 1	Year – 2	Year – 3	Year – 4	Year –5	
1	Physical qualification required	Yes/ No					
2							
3							
4							
5							

Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed, if stipulated as physical requirement, in any one year during the last preceding 5 years.

**General Note ( For Format I-1) :**

- A) Maximum value of Similar works executed in any one year during the last preceding five year ( 10% weightage per year shall be given to bring the value of work executed at present price level)
- B) Work executed with Central Govt. or any State Govt. or Semi Govt. Organization or Central/State Govt. Under Taking or Municipalities/ Municipal Corporations shall only be considered, Certificate shall be signed by an officer not below the rank of Executive Engineer or equivalent.
- C) The Applicant must be in the same name and style well established civil engineering contractor with physical and financial experience and capability in doing civil engineering works and shall give evidence for the same.
- D) Any clarification on experience documents submitted by the bidder may be called by the department and the bidder shall submit the same within stipulated time. However no additional information or document shall be entertained.
- E) Employer signing completion certificate of similar work means an officer of rank not below EE of any government /Semi government/ government under taking/ local self government of any state government or government of India.
- F) Cut of date for counting last preceding 5 years shall be date of issue of N.I.T.

**Annexure - I (Format: I-2)**

(See clause 14 of Section 2 -ITB)

**ANNUAL TURN OVER****Requirement:**

Average annual Turnover on the construction of Work during Preceding Five Financial Year Shall not be less than 50% of the probable amount of contract.

**TABLE - 4 To be filled in by the contractor:**

TABLE -4 ( Construction work- ANNUAL TURN OVER)				
Preceding Financial Year	Preceding Financial Year	Payments Received for contracts of civil engineering works in progress or completed	Enclosure Number	Total Pages of Documents
1	Previous Financial Year 5	Rs		
2	Previous Financial Year 4	Rs		
3	Previous Financial Year 3	Rs		
4	Previous Financial Year 2	Rs		
5	Previous Financial Year 1	Rs		
Average	$(1+2+3+4+5)/5$	Rs		

Total Turnover of five years =

Average Annual Turnover =

Maximum Annual Turnover 'A' =

Note:

- i. Annual turnover on construction work 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.
- iii. Above Table is also to be used for arriving at value of maximum annual turnover 'A'
- iv. Value of 'A' to be used in bid capacity formula.
- v. For immediate preceding financial year, if final audited balance sheet Certified by the chartered Accountant is not available. Then provisionally certified balance sheet shall also be considered for the purpose of annual turnover.



**Bid Capacity.**

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

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

Where

- A = Maximum value of electrical engineering works executed in any one Financial year during the last preceding five year ( Updated to the price level at the current financial year at the Compounded rate of 10% (Ten Percent) a year taking into account the completed as well as work in progress.
- B = Number of years prescribed for completion of the works for which tender is invited (period up to 6 months to be taken as half year and more than 6 months and up to one year as one year.) any period beyond 12 months. The period actually mentioned in the N.I.T. shall be considered. Period of completion given in month shall be divided by 12 to arrive at value of B.
- C = Amount of work in hand at present as per Table – 2 (format I-1)

**Annexure - I(Format: I-3)***(See clause 14 of Section 2 –ITB & Clause 6 of GCC)***List of Technical Personnel for the Key Positions****(Required for Building Work Rs.50 Lakh and above/ For Road Work Rs.100 Lakh and above / for combined building and Road Work Rs. 100 Lakh and above )**

Probable Amount of Contract Rs. In cr.	Key Position	Minimum requirement					Available with the bidder				
		Minimum Number requirement	Qualification	Age	Similar work experience	Status	Name of Personnel	Qualification	Age	Similar work experience	Status

Note :- Aforesaid criteria are part of technical bid but not part of prequalification. This requirement is to be fulfilled by the contractor recovery shall be made as per GCC Clause 6 if technical personnel are not deployed as above.

**Annexure I (Format: I-4)***(See clause 14 of Section 2 -ITB)*

**List of Own Key Equipments/ Machines for Quality Control Labs**  
**(Required for Building Work Rs.50 Lack and above/ For Road Work Rs.100 Lack and above / for combined building and Road Work Rs. 100 Lack and above )**

<b>Minimum requirement</b>			<b>Available with the bidder</b>	
<b>S. No</b>	<b>Name of Quality control Equipment/ Machinery</b>	<b>Quantity</b>	<b>Name Equipment/Machinery</b>	<b>Quantity</b>
	<b>ALL RELEVANT EQUIPMENTS AS PER REQUIREMENT FOR PROPER EXECUTION OF MAINTENANCE WORK</b>			

**Note :-**

- 1- For Work Costing (PAC) above 10 cr. Additional sets shall be made available as per requirement.
- 2- Afore said criteria are part of technical bid but not part of prequalification above minimum requirement are to be fulfilled by the contractor Recovery as per GCC clause 17 shall be made If above minimum requirement are not fulfilled .

**Annexure - I (Format: I-5)***(See clause 14 of Section 2 -ITB)***List of Own/Hired Key Equipments/ Machines**

Pribable amount of contract (PAC)	S.No .	Minimum requirement		Available with the bidder
		Name of Equipment Machinery	Quantity	
Up to 2.00 cr.		<b>ALL RELEVANT EQUIPMENTS AS PER REQUIREMENT FOR PROPER EXECUTION OF MAINTENANCE WORK</b>		

- 1- Above minimum requirement are parts of the technical bid but not part of prequalification criteria.
- 2- Above minimum requirement are required to complete the work in time.
- 3- As per Departmental instruction bidder submitted self ownership related document of above equipment/machinery. If in case of machinery hire by bidder, machinery hire related Document agreement between bidder and owner of machinery person and Bill of machinery ownership person.

**Section 2 –Annexure I (Format I-5)**

**Annexure – J**  
(See clause 14 of Section 2 -ITB)

## FINANCIAL BID

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

**NAME OF WORK \_ COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (OTIS MAKE) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS:**

**(I) LIFT AT WESTERN GATE-3 FLOORS**

**(OTIS MODEL NO. GROUND FLOOR TO 3RD FLOOR- 12.0 MTRS) INSTALLED ON 23/10/2012 52KY 3612**

**(II) LIFT AT DIVISION OFFICE ENTRANCE GATE - 4 FLOORS**

**(OTIS MODEL NO- GROUND FLOOR TO 4TH FLOOR - 15.0 MTRS) INSTALLED ON 23/10/2012 52KY 3611**

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

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

**Note:**

- i. Only one lumpsum rate above or below or at par based on the Bill of Quantities shall be quoted.*
- ii. lumpsum rate 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 lumpsum rate "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive.*
- iv. All duties, taxes, and other levies **except GST** payable by the bidder shall be included in the lumpsum rate quoted by the bidder.*

**Signature of Bidder**

**Name of Bidder**

The above bid is hereby accepted by me on behalf of the **MP State Agricultural Marketing Board, Bhopal** dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**Signature of Officer by whom accepted.**





**Annexure – L**

(See clause 21 of Section 2 -ITB)

**LETTER OF ACCEPTANCE (LOA)**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

To,

M/s. \_\_\_\_\_

(Name and address of the contractor)

Subject: **COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS:**

(I) Lift at Western Gate-3 floors

(Otis Model No. ground floor to 3rd floor- 12.0 Mtrs) installed on 23/10/2012 52KY 3612

(II) Lift at division office entrance gate - 4 floors

(Otis Model No- ground floor to 4th floor - 15.0 Mtrs) installed on 23/10/2012 52KY 3611

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the **M.P. State Agricultural Marketing Board, Bhopal** at your bided lumpsum rate \_\_\_\_\_ below/ above or at par The Bill of Quantities 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

M.P. State **Agricultural** Marketing Board**TECHNICAL DIVISION No.02,Bhopal**

**Annexure – M***(See clause 22 of Section 2 -ITB)***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

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

## A. General

### 1. DEFINITIONS

- 1.1. **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. **Engineer-in-Chief/ Chief Engineer:** means Engineer-in-Chief/ Chief Engineer of the MP State Agricultural Marketing Board, Bhopal.
- 1.3. **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.4. **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. **Contract Data:** means the documents and other information which comprise of the Contract.
- 1.6. **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7. **Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.8. **Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.9. **Completion of work:** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. **Day:** means the calendar day.
- 1.11. **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. **Department:** means Department of the State M.P. State Agricultural Marketing Board, Bhopal 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, MP State Agricultural Marketing Board, Bhopal
- 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.
- 1.30. **Executive Engineer** means Executive Engineer of concerned Technical Division.
- 1.31. **Secretary APMC :** means Secretary of concerned APMC

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

## 3. Language and Law

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

## 4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent to the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contact details for communication with the Employer/Engineer shall be as per the details given in the Contract Data. Communication between parties that are referred to in the conditions

shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge.

## 5. Subcontracting

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

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

## 6. Personnel

- 6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure 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 *Madhyasthan Adhikaran Adhiniyam*, 1983.
- 12.6** The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

### **B. Time Control**

### **13. Programme**

- 13.1** Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order and timing for all the activities for the construction of works.
- 13.2** **The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution.** The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme.

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

#### **14. Extension of Time**

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

#### **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 liveable until the Contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 15.6** If the Contractor is given extension of time after liquidated damages have been paid, the Engineer-in-Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.

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

**16. Contractor's quoted percentage**

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

## **C. Quality Control**

**17. Tests**

**17.1** The Contractor shall be responsible for:

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

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

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

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

**18.1** The Defect Liability Period of work in the contract shall be as per the **Contract 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 the commercial tax and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities..
- 25.2** The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
- 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 day's 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** **NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN, OR RESTRICTION OF WORK. (Clause Adopted as per Instrican circulated by Secretary MP Government, PWD Letter No. F-53/2012/19/yo/833 Dated 11.02.2016)**
- If at any time after the execution of the contract documents the Engineer-in-Charge shall for any reason, whatsoever, require the whole or any part of the**

work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the other contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be.

In such case, except as provided here under, the contractor shall have no claim to any payment of compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of material purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been I the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, material have already been purchased or agreed to be purchased the contractor hall be paid for such material at the rates determined by the Engineer-in-Charge provided they are not in excess of requirements and are of approved quality and or shall be compensated for the loss, if any, that he may be put to in respect of material agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-Charge, whose decision shall be final, may consider reasonable provided that contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-Charge, the labour could have been employed by the contractor else where for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid. If the total duration of suspension of the work is more then six months than the suspension of the work will be considered as permanent stoppage of the work and the contractor can determine the contract, if he so desires.

## **28. Payment upon Termination**

**28.1** If the contract is terminated under **clause 27.3**, the Engineer shall issue a certificate for value of the work done less Advance Payments Received up to date of issue of the Certificate, less other recoveries due under in the terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data.

**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.

### **31. Price Adjustment**

#### **31.1 Applicability**

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

#### **31.2 Procedure**

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the **contract data**.
2. The price adjustable shall be determined during each **quarter** from the formula given in the **contract data**.
3. Following expression and meaning are assigned to the work done during each **quarter**:

**R =** Total value of work during the **quarter**. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the **quarter, less value of material issued by the department, if any, during the quarter.**

**4. 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 35.1 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.

**[End of GCC]**

## Contract Data

GCC Clause	Particulars	Data																						
1.14	Employer	<b>Executive Engineer M.P. State Agricultural Marketing Board Tech. Division No.-02</b>																						
1.15	Engineer	<b>Executive Engineer M.P. State Agricultural Marketing Board Tech. Division No.-02</b>																						
1.16	Engineer-in-Charge	<b>Executive Engineer M.P. State Agricultural Marketing Board Tech. Division No.-02</b>																						
1.22	Stipulated Period of Completion	<p><b>36 months Including Rainy Season</b>            (<del>period is always excluding rainy season, unless mentioned otherwise</del>)            and as below:</p> <p><del>For <b>Road &amp; Bridge</b> works costing:</del></p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;"><del>upto Rs. 5 Crores-</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 12 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>from Rs. 5 to 10 Crores-</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 18 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>from Rs. 10 to 20 Crores-</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 24 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>from Rs. 20 to 50 Crores-</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 28 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>more than Rs. 50 Crores-</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 36 months</del></td> </tr> </table> <p><del>For <b>Conventional Building</b> works costing:</del></p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;"><del>upto Rs. 50 lacs-</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 12 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>from Rs. 50 lacs to 2 Crores -</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 15 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>from Rs. 2 to 5 Crores -</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 18 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>from Rs. 5 to 10 Crores -</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 20 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>from Rs. 10 to 20 Crores -</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 24 months</del></td> </tr> <tr> <td style="padding-left: 20px;"><del>more than Rs. 20 Crores -</del></td> <td style="text-align: right; padding-right: 20px;"><del>max 30 months</del></td> </tr> </table> <p><del>For <b>Prefab Building</b> works:</del>  <del>the time permitted to be kept is <b>50%</b> of time prescribed for conventional construction</del></p>	<del>upto Rs. 5 Crores-</del>	<del>max 12 months</del>	<del>from Rs. 5 to 10 Crores-</del>	<del>max 18 months</del>	<del>from Rs. 10 to 20 Crores-</del>	<del>max 24 months</del>	<del>from Rs. 20 to 50 Crores-</del>	<del>max 28 months</del>	<del>more than Rs. 50 Crores-</del>	<del>max 36 months</del>	<del>upto Rs. 50 lacs-</del>	<del>max 12 months</del>	<del>from Rs. 50 lacs to 2 Crores -</del>	<del>max 15 months</del>	<del>from Rs. 2 to 5 Crores -</del>	<del>max 18 months</del>	<del>from Rs. 5 to 10 Crores -</del>	<del>max 20 months</del>	<del>from Rs. 10 to 20 Crores -</del>	<del>max 24 months</del>	<del>more than Rs. 20 Crores -</del>	<del>max 30 months</del>
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<del>from Rs. 10 to 20 Crores -</del>	<del>max 24 months</del>																							
<del>more than Rs. 20 Crores -</del>	<del>max 30 months</del>																							
3	Language & Law of Contract	English & Indian Contract Act 1872																						
4	Address & contact details of the Contractor	As per 'Annexure-H'																						
4	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	<p><b>Executive Engineer M.P. State Agricultural Marketing Board Tech. Division No.02 Bhopal</b></p> <p><u>PHONE NO .....</u></p> <p><b>E-Mail :- eempsambbpldiv2@gmail.com</b></p>																						
5	Subcontracting permitted for the Contract Value	More than Rs. <b>Five Crores.</b>																						
6	Technical Personnel to	As per 'Annexure-I' (Format I-3)																						

## Contract Data

GCC Clause	Particulars	Data
	be provided by the contractor	
	Penalty, if required Technical Personnel not employed	<b>Rs Thirty Thousand</b> per month for each Graduate Engineer and <b>Rs Eighteen Thousand</b> per month for each Diploma Engineer
10	Specifications	As per 'Annexure - E'
	Drawings	As per 'Annexure - N'
12	Competent Authority for deciding dispute under Dispute Resolution System	<b>Superintending Engineer, M.P. State Agricultural Marketing Board, Bhopal</b>
	Appellate Authority for deciding dispute under Dispute Resolution System	<b>Managing Director, M.P. State Agricultural Marketing Board, Bhopal</b>
13	Period for submission of updated construction program	(a) <b>Every 3 months</b> or (b) <b>at the end of every milestone, whichever is less</b>
	Amount to be withheld for not submitting construction program in the prescribed period	@ <b>1 % (one) percent</b> of contract amount, subject to a maximum of <b>Rs. 50,000/-</b> .
14	Competent Authority for granting Time Extension	(a) <b>Upto 90 days– Executive Engineer M.P. State Marketing Board Tech. Division No.02 ,Bhopal</b> (b) <b>More than 90 days –Superintending Engineer M.P. State Agricultural Marketing Board, Bhopal</b>
	Milestones laid down for the contract	Yes/No
15	If Yes, details of Milestones	As per 'Annexure - O' or as below, if not mentioned in Annexure -O: <b>Mile Stone 1:-</b> 1/8th of the whole work before 1/4th of the whole time allowed has elapsed, <b>Mile Stone 2:-</b> 3/8th of the whole work before 1/2th of the whole time allowed has elapsed <b>Mile Stone 3:-</b> 3/4th of the whole work before 3/4th of the whole time allowed has elapsed <b>Mile Stone 4:-</b> <b>complete work within the stipulated time</b>
	Liquidated damage	As per 'Annexure - P'
17	List of equipment for lab	As per 'Annexure - Q'
	Time to establish lab	<b>30 days</b> from date of signing of the Agreement
	Penalty for not establishing field Laboratory	<b>1%</b> of Contract Amount per month, subject to a maximum of <b>Rs. 50,000/-</b> per month of delay

## Contract Data

GCC Clause	Particulars	Data
18	Defect Liability Period	<p><b>Same as Maintenance period for 3 years</b></p> <p>As below:</p> <p><del>(A) For Road work:-</del></p> <p style="padding-left: 20px;"><del>(i) For New Road (Bituminous) Construction along with granular crust: <b>5 years</b>;</del></p> <p style="padding-left: 20px;"><del>(ii) For New Road (Concrete) Construction: <b>5 years</b>;</del></p> <p style="padding-left: 20px;"><del>(iii) For Renewal with BT layer <b>less than 30 mm</b> thick: <b>3 years</b>;</del></p> <p style="padding-left: 20px;"><del>(iv) For Renewal with BT layer <b>more than 30 mm</b> thick: <b>5 years</b></del></p> <p><del>(B) For Bridge works <b>3 years</b></del></p> <p><del>(C) For Building works - <b>3 years</b></del></p> <p><del>(D) For Road Maintenance <b>1 Year</b> (The work of strengthening and renewal shall not be treated as road maintenance work.)</del></p> <p><del>(E) For Building Maintenance works <b>1Year</b>. (Except for water proofing works and the works in which specified guarantee period is mentioned.)</del></p> <p><del>(F) For External Electrification, Pole shifting &amp; Central Lighting works <b>2 years</b> or the guarantee given by the manufacturing company whichever is more.</del></p> <p>to execute, complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issue of physical completion certificate as per "Annexure-U"</p> <p><b>Note:</b> in accordance with clause 18.3 (GCC), the Engineer in Charge shall intimate the contractor about the cost assessed, for making good the defects, and If the contractor has not corrected defects, action for correction of defects shall be taken by the Engineer in Charge as below:</p> <p>(a) deploy departmental labour and material or</p> <p>(b) engage a contractor by issuing a work order at contract rate/SOR rate or</p> <p>(c) sanction supplementary work in a existing agreement to a contractor for zonal works or similar other work or</p> <p>(d) invite open tender or</p> <p>(e) combination of above</p> <p>The Engineer-in-charge shall assess the cost of such rectification which shall be recoverable from the contractor from his Performance Security or any amount due or that may due to him and from other available securities. If this amount is not sufficient to meet the expenses incurred on rectification, the balance amount may by recovered as Land Revenue Arrears as per MPLRC.</p>
21	Competent Authority for determining the rate	<b>Superintending Engineer MP State Agricultural Marketing Board, Bhopal</b>
27	Any other condition for breach of contract	<p>Yes as below:</p> <p>If the contractor fails to achieve <b>50% financial progress in any milestone</b> and /or fails to achieve <b>75% financial progress in two consecutive mile stones</b></p>

## Contract Data

GCC Clause	Particulars	Data
28	Penalty	Penalty Shall include : (a) <b>Security deposit</b> as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the employer's additional cost for completing the works shall be 20 percent.  (b) <b>Liquidated Damages</b> imposed as per clause 15 or <b>Performance Security (Guarantee) including Additional Performance Security (Guarantee)</b> , if any, as per clause 29 of General Conditions of Contract, whichever is higher
29	Performance guarantee (Security) shall be valid up to	<b>Three months beyond</b> the completion of Defect Liability Period (Maintenance Guarantee Period 03 years)
30	Security Deposit to be deducted from each running bill	<del>At the rate of 5% of Gross Amount of Running Bill</del>
	Maximum limit of deduction of Security Deposit	<del>Up to 5% of Final Contract Amount.</del>
31	Clause 31.1(1) Price adjustment shall be applicable	<b><u>NOT APPLICABLE</u></b>
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	<b><u>NO MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE PAYABLE</u></b>
	Clause 32.2 If yes, Unconditional Bank Guarantee	<b><u>NOT APPLICABLE</u></b>
	Clause 32.3 If yes, Rate of interest chargeable on advances	<b><u>NOT APPLICABLE</u></b>
	Clause 32.4 If yes, Type & Amount of Advance payment that can be paid	<b><u>NOT APPLICABLE</u></b>
	Clause 32.5 If yes, Recovery of advance payment	<b><u>NOT APPLICABLE</u></b>
33	Clause 33.1 Secured	<b><u>NOT APPLICABLE</u></b>

## Contract Data

GCC Clause	Particulars	Data
	Advance Applicable	
	Clause 33.2 if yes, Unconditional Bank Guarantee	<u>NOT APPLICABLE</u>
	Clause 33.2 if yes, Amount of Secured Advance	<u>NOT APPLICABLE</u>
	Clause 33.3 if yes, Conditions for secured advance	<u>NOT APPLICABLE</u>
	Clause 33.4 if yes, Recovery of Secured advance	<u>NOT APPLICABLE</u>
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 <b>(Compensation for delay)</b>	<b>Superintending Engineer, M P State Agricultural Marketing Board, Bhopal</b>
39	Salient features of some of the major labour laws that are applicable	As per 'Annexure-W'
41	Competent <b>(Appellate)</b> Authority	<b>Managing Director, M P State Agricultural Marketing Board, Bhopal</b>



## **Drawings**

List of drawings –

**N. A.**

**ANNEXURE – O**  
*(See clause 15 of Section 3 -GCC)*

**Details of Milestones**

**N. A.**

**ANNEXURE – P***(See clause 15 of Section 3 -GCC)***Compensation for Delay**

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

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

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor 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..

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

**List of Equipment for Quality Control Lab.**

**N. A.**

**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

**Weight ages\* of component in the work**

S.No	Component	Percentage of component in the work
1	Cement - P <sub>c</sub>	
2	Steel - P <sub>s</sub>	
3	Bitumen - P <sub>b</sub>	
4	POL - P <sub>f</sub>	

\* Weight ages 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:

$$V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

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

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

C<sub>1</sub> = The all India average wholesale price index for **Grey** cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi. ([www.eaindustry.nic.in](http://www.eaindustry.nic.in))

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

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

### Adjustment of steel component

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

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

- $V_s$ = 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)*
- $S_i$ = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by *Ministry of Industrial Development, New Delhi. (www.eaindustry.nic.in)*
- $P_s$ = Percentage of steel component of the work.

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

#### **Adjustment of bitumen component**

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:
- $$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_o) / B_o$$
- $V_b$ = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.
- $B_o$ = The official retail price of bitumen at the IOC depot at nearest center on the date of opening of Bids.
- $B_i$ = The official retail price of bitumen of IOC depot at nearest center for the 15<sup>th</sup> day of the month under consideration.
- $P_b$ = Percentage of bitumen component of the work.

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

- (V) Price adjustment for increase or decrease in cost of POL ( fuel and lubricant ) shall be paid in accordance with the following formula:
- $$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$
- $V_f$ = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.
- $F_o$ = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the date of opening of Bids.
- $F_i$ = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15<sup>th</sup> day of month of the under consideration.
- $P_f$ = Percentage of fuel and lubricants component of the work.

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

**Annexure – S**  
(See clause 32 of Section 3 -GCC)

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

To

\_\_\_\_\_ [name of Employer]  
 \_\_\_\_\_ [address of Employer]  
 \_\_\_\_\_ [name of Contractor]

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

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

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

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

Yours truly,

Signature and Seal : \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

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



**Annexure – T**  
(See clause 33 of Section 3 -GCC)

## Bank Guarantee Form for Secured Advance

### INDENTURE FOR SECURED ADVANCES

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

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

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

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

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

That the said sum of Rupees \_\_\_\_\_ so advanced by the Employer to

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

- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees \_\_\_\_\_ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:

- (a) Seize and 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.

**Annexure – U**  
(See clause 35 of Section 3 -GCC)

**Physical Completion Certificate**

Name of Work : Construction of .....

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

.....  
.....

**Annexure – V**  
(See clause 35 of Section 3 -GCC)

**Final Completion Certificate**

Name of Work: Construction of .....

Agreement no. .... Date .....

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).

Agreed 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

.....  
.....



**Annexure – W**  
(See clause 39 of Section 3 -GCC)

### **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..

## SECTION 3

### Conditions of Contract

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

(1) Bidders are required to offer their bids Exclusive of applicable GST. The GST shall be paid by the govt. to the contractor separately as per order No. F-58/15/17/19/yo/4295 Bhopal, dated 05 August 2017 issued by the secretary Govt. of M.P. PWD.

Attached copy of order dated 5/8/17, latter of CE (Procurement) No. 1298 Dt 9.8.17 and Mandi Board Letter No. 2253 date 30.08.2017

(2) Performance Guarantee (P.G.) period (Defect Liability Period) for building shall be three years. Defect Liability Period shall start only after completion of work. The date of completion of the work will be the date of issue of physical completion certificate as per **Annexure –U**. Performance Guarantee shall not be enforced on incidence of breakage of glass panes and theft of a building elements. Contractor shall white wash/colour wash all elements of building at the end of defect liability period at his own cost (no payment shall be made for that) with one coat of the same material (white wash/colour wash & paint excluding base work of texture plaster) which has been applied in original work. Putty work shall not be repeated in such case except where damage to putty has occurred due to poor workmanship or leakage/seepage. White wash/colour wash & painting work done at the end of defect liability period in accordance to this condition shall be recorded in measurement book of final bill of the same work and page no. of MB shall be mentioned in the letter to be issued by the Assistant/Executive Engineer at the time of release of security deposit after end of performance guarantee (PG) period (Defect Liability Period). Security Deposit shall not be refunded without compliance of this special condition.

(3) Building shall periodically be inspected jointly by the contractor and engineer-in-charge or their authorised representative twice a year out of which one inspection shall take place during rainy months of July-August-September to take note of seepage/leakage and inspection note shall be issued by the engineer-in-charge or his authorised representative describing defects noticed. Emergency nature such as leakage/seepage , breaking of waste/soil pipe, water supply, drainage pipes shall be repaired/rectified within 15 days for which compliance shall be well documented and taken in to account (speaking order) while releasing security deposit at the end of performance guarantee (PG) period (Defects Liability Period) by the Additional Project Director Joint Project Director. All other conditions as per contract data issued vide govt. of M.P. PWD letter no. 53/16/2012/19/P/526 dated 06.02.2014 for implementation of defect liability period shall be enforced along with this special condition.

(4) In case similar rates are received from two or more bidder, closed cover offer shall be invited from such bidders to finalize the bid. Only lower rates shall be accepted.

NAME OF WORK : COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS:

(I) Lift at Western Gate (Otis Model No. ground floor to 3rd floor-12.0 MTRS) installed on 23/10/2012 52KY 3612

(II) Lift at division office entrance gate - 4 floors (Otis Model No- ground floor to 4th floor – 15.0 MTRS) installed on 23/10/2012 52KY 3611

This contract will cover the maintenance of the above electric elevator described in the following schedule including replacement of required spares, labour, oiling, greasing etc. The Contractor will maintain as described in the Schedule in working order on the following terms and conditions:-

- a. The Tenderer will employ trained staff and carry out necessary periodical maintenance and a register shall be maintained and details of periodical maintenance shall be recorded by the contractor and shall be finally signed by Engineer-in-Charge.
- b. The Contractor will keep the equipment properly adjusted and maintained in proper safe operating conditions.
- c. The Contractor will have to repair and replace the entire component as required in elevator such as controllers, motors, worm gears, thrust bearing, bushes, magnet, safety device, Automatic doors, Infra Red Screen, Signals, main breaks, break shoe, suspension ropes, lift suspension safety devices, lubricators, switches, springs, push buttons, indicators, automatic rescue device, UPS battery, cable, wiring & its peripherals etc. parts using only genuine parts for this purpose.
- d. The Contractor will have to keep always spare parts in ready stock viz : gears, main breaks, electric motor, guide rail, counter weight, gate assembly, Tops, governor, own tools, break shoe, suspension ropes, lift suspension safety devices, Controller, Lubricators, Switches, Springs, doors, push button, safety tools, Cables, wiring & its peripherals etc. and they should be kept always in proper working conditions.
- e. The Contractor shall agree to renew the guide shoes of rollers as & when required for adjustment of elevators. This is necessary to ensure the smooth and quick operation to keep guide rails properly lubricated.
- f. The Contractor will renew all wire ropes, if necessary to maintain as adequate factor of safety to equalize the tension of all hoist ropes.
- g. The log book should be maintained by the contractor; each and every repair should be entered in it by contractor person and got signed from site-in-Charge/ Engineer-in-Charge.
- h. The Contractor shall use lubricators, as required compound as per rigid manufacturers Specification.
- i. The Contractor shall examine, periodically all safety devices, automatic rescue device, UPS battery, controller and make their customary annual safety test etc.
- j. The minor repair should be carried out by the contractor on same day, after that fine @ Rs.200/- per day will be imposed for each lift. Comprehensive maintenance shall not be paid for such break down period.
- k. The major repair should be carried out by the contractor within 2 day, after that fine @ Rs.500/- per day will be imposed for each lift. Comprehensive maintenance shall not be paid for such break down period.
- l. The servicing of lift will be carried out in the presence of Site-in-Charge/ Engineer-in-Charge. The date and time will be informed by the Contractor personally to Site-in-Charge /Engineer-in-Charge.
- m. Renovation work will be carried out by the Contractor, no extra payment will be made for that work and Contractor will maintain it as per agreement.
- n. In case lift remain ideal for want of repairs or for any other reasons continuously for two days, the department will be liberty, that the same will be got repaired through any other agency at the cost of contractor. However the penalty and deduction as per clauses (j) and (k) shall be applicable to the Contractor.
- o. If there is any accident occurred due to inadequate maintenance and repairs of plant, the compensation will be borne by the contractor and department will not be responsible for its any compensation and repairs.
- p. The contractor shall have a phone at his workshop and at his residence in additional to mobile phone. The complaint will be lodged either by the Authorities on phone. On receipt of complaint the contractor will attend and repair these without any delay.
- q. Payment shall be made on half yearly basis or as per discretion of Engineer-in-charge.
- r. The whole electrical equipments such as exhaust fans, CFL, emergency light, ARD with battery should be maintained by the Contractor.
- s. The old parts on account of replacement by new parts will be retained by contractor.
- t. From the date of commencement of contract, the Contractor will be liable to repair/ replace any damaged part in the elevator/ lift. No extra payment shall be made for such expense.
- u. The Contractor will be liable to bear all expenses of repair/replacement of any damaged part due to any seepage/ leakage in the lift room, natural calamity like heavy rain, earthquake etc.

- v. Tenderers are advised to do proper survey of the lift at present condition & examine it carefully, in which they have to repair/replace the damaged parts in the existing condition & handover it in working condition during commencement of contract. He should quote the rate accordingly.
- w. The 02 no. Lifts & all its accessories will be handed over in existing condition to the contractor & after expiry of the contract will be taken over by the department in working condition in all respect.
- x. The old & unservicable material will be retained with the contractor & can be taken out from the site after obtaining written permission from the department .
- y. All type of material required for maintenance shall be similar make/ISI mark and as approved by the Engineer-in-charge.

#### TERMS AND CONDITIONS

**NAME OF WORK : COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS:**

(I) Lift at Western Gate(Otis Model No. ground floor to 3rd floor-12.0 MTRS) installed on 23/10/12 52KY 3612  
 (II) Lift at division office entrance gate - 4 floors (Otis Model No- ground floor to 4th floor – 15.0 MTRS) installed on 23/10/2012 52KY 3611

01. The contractor should have 'A' Class electrical license from M.P. Licensing Board (Electrical).
02. Contractor has to follow M.P. Electrical safety department safety rules for the lift maintenance&repair work carried out by him at the site ,failing which panalty of Rs 5,000/- will be imposed.
03. Contractor has to be obtain certificate each year from the M.P. Electrical safety department in due time & submit one copy to the department & paste one copy duly laminated inside each lift failing which panalty of Rs 5,000/- will be imposed.
04. The contractor will be fully responsible for any accident damages and losses occurred due to negligence of work. The amount of these losses damages etc. will be recovered from the contractor.
05. . The contractor will be fully responsible for taking all sorts of safety measures for his worker, during work to avoid any type of accident.
06. In case of elevator failure, the contractor shall arrange for early restoration of elevator operation with elevator maintenance contractor & Engineer-in-charge co-ordination
07. The period of contract will be for Three year from the date of commencement of work.
08. Contractor registered in appropriate in Category can purchase tender document and successful tender will have to submit company's authorization certificate within 3 days after issue of acceptance letter and prior to entering agreement failing which his EMD shall be forfeited.
09. In the event of any dispute all the matter shall be referred to the Superintending Engineer of the MPSAMB Bhopal for arbitration whose decision shall be final & binding.

## Enclosures 5

### Minimum Health & safety Requirement 08.12.2015

#### Safety measures-

##### General

(i) The contractor shall comply with all the requirements of 'The building and other construction workers (regulation of employment and conditions of service) act" 1996 and its Central Rule 1998/state rules and any other statutory requirements as applicable.

(ii) The contractor shall follow OWNER/MPPWD safety rules as issued from time to time with respect to safety in construction and erection.

(iii) The contractor shall have the approved safety, health and environment (SHE) policy in respect of safety and health of building workers and it shall be circulated widely and displayed at conspicuous place in Hindi and local language understood by the majority of the workers. A copy of the safety policy should be submitted to Engineer in charge.

(iv) The contractor shall prepare the safety plan comprising of method to implement the safety policy/rules, risk assessment and ensuring safety at work areas. Safety audits, inspection and its compliance, supervision and responsibility to ensure safety at various levels. Safety training to employees, review of safety and accident analysis. Ensure health and safety procedures to prevent accidents and submit to Engineer for approval as per the safety plan as annexed at annexure-1

(v) The contractors shall ensure proper safety of all the workmen, material, plan and equipments belongs to him or to him or to the employer or to other working at the site.

(vi) All equipments used in construction and erection by the contractor shall meet BIS/ International standards and where such standards can not be applicable, the contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the contractor in accordance in accordance with manufacturer's operation manual. The contractor should also follow guidelines/rules of the employer in this regard.

(vii) The contractor shall provide suitable latest personal protective equipment of prescribed standard to all his employees and workmen according to the need. The engineer shall have the right to examine these safety equipments to determine their Suitability, reliability, acceptability and adaptability. The contractor should also ensure availability of these before their use at worksite.

(viii) The contractor shall provide safe means of access railings, stairs and ladders, scaffolding works, platforms, toe boards etc. the scaffolding shall be erected under the control and supervision of an experienced and competent person. For erection of scaffolds, access, work platforms etc. the material shall be good and the contractor shall use standard quality of materials.

(ix) The contractor shall follow and comply with all the safety rules, standards, codes of practices of owner/MPPWD and relevant provisions of applicable laws pertaining to the safety of workmen, employees, plants and equipments as many be prescribed from time to

time without any protest or contest or reservation. In case of any unconformity between statutory requirements and the safety rules of the employer referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent .As and when required he can refer/ obtain copy of OWNER/MPPWD safety documents as stated above.

(x) The contractor shall have his own arrangements with nearby hospitals for shifting and treatment of sick and injured. The medical examination of the workers employed in hazardous areas shall be conducted as per rule 223 of the building and other construction worker (regulation of employment and condition of service) central rule 1998. Their health records shall be maintained accordingly and to be submitted to Engineer when asked for. If any worker is found suffering from occupational health hazard, the worker should be shifted to suitable place of working and properly treated under intimation to engineer. The medical fitness certificate to be submitted to engineer.

(xi) First aid boxes equipped with requisite articles as specified in the rule231 of the building and other construction worker (regulation of employment and condition of service) central rule 1298 shall be provided at the construction sites for the use of workers. Training has to be provided on first aid to workmen and office bearers working at site.

**(a) EMERGENCY ACTION PLAN**

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

**(b) SCAFFOLDING**

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

**(c) OPENING**

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

**FENCING OF MACHINERY**

The contractor shall provide suitable fencing or guard to all dangerous and moving parts of machinery.



The contractor shall not allow any of the employees to clean, lubricate, repair, adjust or examine when the machinery is in motion which may cause injury to the person.

### **CARRYING OF EXCESSIVE WEIGHT BY A WORKER**

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

### **OVERHEAD PROTECTION**

The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of any person.

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

### **WORKING AT HEIGHTS**

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

Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazard. The contractor shall provide boat or launch equipped with sufficient no. of life buoys, life jackets etc. and manned with trained personnel at the site of such work.

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

Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards.

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

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

Further any such decision of the Engineer shall not, in any way absolve the contractor of his responsibilities. In case, use of such a container or entry thereof into the site area is forbidden by OWNER/MPPWD the contractor shall use alternative methods with the approval of the OWNER/MPPWD to extension of work schedule.

Where it is necessary to provide and/ or store petroleum products or petroleum mixtures and explosives, The contractor shall responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in petroleum act 1934, explosives act 1948 and petroleum and carbide of calcium manual published by the chief inspector of explosives of India. All such storage shall have prior approval of the Engineer. In case any approvals are necessary from the chief inspector (Explosives) or any other statutory authorities the contractor shall be responsible for obtaining the same.

The contractor shall provide suitable personnel protective equipments to the workers who are handling the hazardous and corrosive substances including alkalis and acids. As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard/boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.

### **EYE PROTECTION**

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

### **ELECTRICAL HAZARDS**

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

The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus or machines or live electrical circuits which may cause electrical hazards during the construction works. The contractor shall provide sufficient ELCBs/ RCCBs for all the portable equipments, electrical switchboards, distribution panels etc. to prevent electrical shocks.

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

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

### **EXCAVATION**

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

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

### **VEHICULAR TRAFFIC**

The contractor should employ vehicle drivers who hold a valid driving license under the motor vehicle act 1988.

### **EXCESSIVE NOISE, VIBRATION**

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

## ELECTRICAL INSTALLATIONS

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

- 1) Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or the OWNER/MPPWD he shall
  - (a) Satisfy the engineer that the appliance is in good working condition.
  - (b) Inform the engineer of the maximum current rating, voltage and phases of the appliances.
  - (c) Obtain permission of the engineer detailing the sockets to which the appliances may be connected.
- 2) The engineer will not grant permission to connect until he is satisfied that
  - (a) The appliance is in good condition and is fitted with the suitable plug having earth connection with the body.
  - (b) Wherever armored/ metallic sheathed multi core cable is used, the same should be connected to earth.
- 3) No repair work shall be carried out on any live equipment. The engineer must declare the equipment safe and a permit to work shall be issued by the OWNER/MPPWD/ contractor as the case may be to carry out any repair/ maintenance work. While working on electric lines/ equipments whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians/ workmen/ officers.
- 4) The contractor shall employ necessary number of qualified full time electricians/ electrical supervisors to maintain his temporary electrical installation.

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

## SAFETY ORGANIZATION

- 1) The contractor employing more than 250 workmen whether temporary, casual probationary, regular or permanent shall employ at least one full time safety officer exclusively to supervise safety aspects of the equipments and workmen, who will coordinate with the OWNER/MPPWD safety officer. Further requirements of safety officers, if any shall be guided by rule 209 of the building and other construction worker (regulations of employment and conditions of service) central rule 1998. In case the work is being carried out through sub-contractor the employees/workmen of the sub-contractor shall also be considered as the contractor's employee/ workmen for the above purpose.

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

- a. The name and address of such safety officer of the contractor will be promptly informed in writing to the engineer with a copy to the project safety officer before he starts work or immediately after any change of the incumbent is made during currency of the contract.

### **REPORTING OF ACCIDENT AND INVESTIGATION**

In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any near miss, minor or major fatal injury to his employees due to any reason whatsoever. It shall be the responsibility of the contractor to promptly inform to the engineer OWNER/MPPWD safety officer with a copy to OWNER/MPPWD head of project in the prescribed form and also to all the authorities envisaged under the applicable laws.

### **RIGHT TO STOP WORK**

- 1) The engineer shall have the right at his sole discretion to stop the work. If in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/ or property/or equipments. In such cases the contractor shall be informed in writing about the nature of hazards and possible injury /accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the engineer within 3 days of such stoppage of work and decision of the engineer in this respect shall be conclusive and binding on the contractor.
- 2) The contractor shall not be entitled for any damages/compensation for stoppage of work. (Sub-clause 7 17.00 (i)) due to safety reasons and the period of such stoppage of work shall not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.

### **FIRE PROTECTION**

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

**PENALTIES**

(i) If the contractor fails to provide the safe working environment as per the safety rules of OWNER/MPPWD or continues the work even after being instructed to stop the work by the engineer as provided in clause 7 17.00 (i) above the contractor should be penalized @ of Rs. 25000/- per day or part thereof till the instructions are complied with and so certified by the engineer. However, in case of accident the provisions contained in sub-clause 7.19.00(ii) below shall also apply in addition to the penalties mentioned in this sub-clause.

(ii) If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the employer or under the applicable law for the safety of the plant and equipment and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors or OWNER/MPPWD's employees or any other person who are at the site or adjacent thereto, the contractor shall be responsible for payment of penalty to OWNER/MPPWD as per the following schedule

a	Fatal injury of accident Causing death	penalty @ 10% of contract value or Rs. 5,00,000/- per person whichever is less.
b	Major injuries or accidents Causing 25% or more Rs. 1,00,000/- per person whichever permanent Disablement to workmen Or employees	penalty @ 2.5% of contract value or is less.

c Permanent disablement shall have the same meaning as indicated in the workmen's compensation act 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act 1923 and rules framed there under or any other applicable laws as applicable from time to time.

(iii) If any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts etc. or without anchoring the safety belts while working at height, the engineer /safety officer of OWNER/MPPWD shall have the right to penalize the contractor for Rs. 200/- per person per day as such worker shall be allowed to work on that day. Engineer /safety officer of OWNER/MPPWD will also issue a notice in this regard to the contractor.

(iv) If two or more fatal accidents occur at same OWNER/MPPWD site under the control of contractor during the period of contract and he has

- 1 not completed with keeping adequate PPEs in stock
- 2 defaulted in providing PPEs to his workmen
- 3 not followed statutory requirements /OWNER/MPPWD safety rules
- 4 been issued warning notices by OWNER/MPPWD head of the project on non observance of safety norms
- 5 not provided safety training to all his workmen

The contractor can be debarred from getting tender documents in OWNER/MPPWD for two years from the date of last accident.

The safety performance will also be one of the overriding criteria for evaluation of overall performance of the contractor by OWNER/MPPWD. The contractor shall submit the accident data including fatal/non-fatal accidents for the last three years where he has undertaken the construction activities project-wise along with the bid documents. This will also be considered for evaluation of tender documents, if the information give by the contractor found to be incorrect, his contract will be liable to be terminated.

### **AWARD**

If the contractors performance on safety front is found satisfactory i.e without any fatal/ reportable accident in the year of consideration, he may be considered for suitable award “ACCIDENT FREE SAFETY MERITORIOUS AWARD” as per Scheme of the employer.

Some of the relevant safety codes are given here under

IS 3696 safety code for scaffolding and ladders (part 1&2)

IS 3764 excavation work-code of Safety

IS 4081 safety code for blasting and related drilling operations

IS 4130 Demolition of building – code of safety

IS 5121 safety code for piling and other deep foundations

IS 5916 safety code for construction involving use of hot bituminous materials

IS 7205 safety code for erection of structural steel work

IS 7293 safety code for working with construction machinery

IS 7969 safety code for handling and storage of building materials

Indian explosives act 1940 as updated.

### **SAFETY PLAN**

1. Safety policy of the contractor to be enclosed.
2. When the safety policy was last reviewed.
3. Details of implementation procedure/methods to implement safety policy/safety rules.
4. Review of accident analysis method. Methods to ensure safety and health.
5. Unit executive responsible to ensure safety at various levels in work area.
6. List of employees trained in safety employed before execution of the job. Give the details of training.
7. Safety training targets schedules, methods adopted to provide safety training to all the employees.
8. Details of checklist for different jobs/ work and responsible person to ensure compliance (copy of checklist to be enclosed)
9. Regular safety inspection methods and periodicity and list of members to be enclosed.
10. Risk assessment safety audit by professional agencies periodicity.
11. Provision of treatment of injured persons at work site.
12. Review of overall safety by top management and periodicity.
13. System for implementation of statutory legislations.
14. Issue of PPEs to employee's periodicity/stock on hand etc.



मध्यप्रदेश शासन  
लोक निर्माण विभाग  
मंत्रालय

: आदेश :

भोपाल, दिनांक 05, अगस्त 2017

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

यह आदेश तत्काल प्रभावशील होगा।

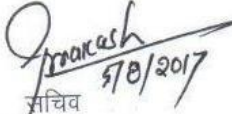
मध्यप्रदेश के राज्यपाल के नाम से  
तथा आदेशानुसार

(चन्द्र प्रकाश अग्रवाल)  
सचिव  
मध्यप्रदेश शासन  
लोक निर्माण विभाग

भोपाल, दिनांक 05, अगस्त 2017

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

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

  
सचिव  
मध्यप्रदेश शासन  
लोक निर्माण विभाग



## SECTION 4

### BILL OF QUANTITIES (BOQ)

General Description of Work :- **COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (OTIS make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS**

Probable Amount of Contract :

(Rs. In Figure) :- **Rs. 6.00 Lakhs**

(Rs. In Words) :- **Rs. Six Lakh Only.**

S. No.	Particulars of Item of work	Unit	Rate	Amount (in figure)	Amount (in words)
I	II	IV	V	VI	VII
1	<b>COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS (Otis make) INSTALLED IN MANDI BOARD COMPLEX, BHOPAL FOR THREE YEARS:</b> (I) Lift at Western Gate (Otis Model No. ground floor to 3rd floor- 12.0 Mtrs) installed on 23/10/2012 52KY 3612 (II) Lift at division office entrance gate - 4 floors (Otis Model No- ground floor to 4th floor - 15.0 Mtrs) installed on 23/10/2012 52KY 3611	<b>Lump sum for three years</b>	6,00,000/-	6,00,000/-	Six Lakh Only.
<b>Total Amount (Rs. In Figure)</b>					<b>6,00,000/-</b>

Total Amount (Rs. In Words) **Rs. Six Lakh Only.**

**Executive Engineer**  
**M.P. State Agricultural**  
**Marketing Board,**  
**Bhopal Technical Div. - 02**

## SECTION 5

### AGREEMENT FORM AGREEMENT

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

Whereas the Employer is desirous that the Contractor execute the Construction of Construction of .....(here in after called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. .... (in words ..... )

NOW THIS AGREEMENT WITNESSED as follows:

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

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

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:

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

Binding Signature of Employer

Binding Signature of Contractor

