UP-GRADATION AND DEVELOPMENT OF GATE NO.1 OF VAN VIHAR NATIONAL PARK, BHOPAL (M.P.)

TENDER DOCUMENT

ARCHITECT

AAKRITI CONSULTANTS, INDORE
For Percentage Rate only in Works Departments and other Departments similar to Works Departments (Effective from 15/09/2022)

<table>
<thead>
<tr>
<th>OFFICE OF THE</th>
<th>MP Eco Tourism Development Board, Bhopal (M.P.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N.I.T. No. and Date</td>
<td>2023 MPEDB</td>
</tr>
<tr>
<td>Agreement Number and Date</td>
<td></td>
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<tr>
<td>Name of Work</td>
<td>UP-GRADATION AND DEVELOPMENT OF GATE NO.1 OF VAN VIHAR NATIONAL PARK, BHOPAL (M.P.)</td>
</tr>
<tr>
<td>Name of Contractor</td>
<td></td>
</tr>
<tr>
<td>Probable Amount of Contract</td>
<td>167.39 Lakh</td>
</tr>
<tr>
<td>(Rs. In Figure )</td>
<td>One Hundred Sixty Seven Lakh and Thirty Nine Thousand Only.</td>
</tr>
<tr>
<td>(Rs. In Words)</td>
<td></td>
</tr>
<tr>
<td>Contract Amount</td>
<td></td>
</tr>
<tr>
<td>(Rs. In Figure )</td>
<td></td>
</tr>
<tr>
<td>(Rs. In Words)</td>
<td></td>
</tr>
<tr>
<td>Stipulated Period of Completion</td>
<td>9 month including rainy season</td>
</tr>
<tr>
<td>Building and Electrical SOR</td>
<td>The current schedule of rates issued by the E-IN-C MPPWD in force from 15.09.2022 and amendments Issued up to date of N.I.T. and Non SOR items.</td>
</tr>
</tbody>
</table>
# Appendix 2.10
## Tender Document

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<td>53 - 59</td>
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<td></td>
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<td>86 to 123</td>
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<tr>
<td><strong>Section 6</strong></td>
<td>Drawings</td>
<td>124 to 138</td>
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SECTION 1

PRESS NOTICE INVITING e-TENDER (NIT)

Government of Madhya Pradesh
Madhya Pradesh Eco Tourism Development Board

NIT NO __________________________ dt. _________

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

<table>
<thead>
<tr>
<th>S. No./ Pkg/Code</th>
<th>Name of Work</th>
<th>District(s)</th>
<th>PAC Rs. In Lakhs</th>
<th>Earnest Money Rs.</th>
<th>Completion Period (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up-gradation and development of gate no.1 of Van Vihar National Park, Bhopal (M.P.)</td>
<td>Bhopal</td>
<td>167.39</td>
<td>1,68,000</td>
<td>9 month including Rainy Season</td>
</tr>
</tbody>
</table>

1. Interested bidders can view the detail NIT and tender document on website https://mptenders.gov.in/

2. The Bid Document can be purchased only online from date mentioned in Annexure -A for Key Dates attached with the detail NIT.

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

4. The tender document can be purchased only online from the above website after making online payment for portal processing fee and cost of tender document using credit card or internet banking account or digital method mentioned in the portal.

5. An Affidavit of Rs. 50/- in prescribed format as per Annexure-B duly notarized, proof of digital/electronic payments for portal processing fee, cost of tender documents and EMD and other mandatory documents mentioned in detail NIT shall be uploaded online along with the Bid Documents. If any bidder fails to upload the above-mentioned documents online, then their tender/offer shall be treated nonresponsive and stand disqualified.

Chief Executive Officer
M.P. Eco Tourism Development Board
Bhopal
DETAIL NOTICE INVITING e-TENDER (NIT)
Government of Madhya Pradesh
Madhya Pradesh Eco Tourism Development Board

NIT NO.: Dated:

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

<table>
<thead>
<tr>
<th>S. No. /Pkg/ Code</th>
<th>Name of Work</th>
<th>PAC (Rs. in lakh)</th>
<th>EMD</th>
<th>Cost of bid document</th>
<th>Period of Completion (In Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up-gradation and development of gate no. 1 of Van Vihar National Park, Bhopal (M.P.)</td>
<td>167.39</td>
<td>1,68,000</td>
<td>12,500</td>
<td>9 month including Rainy Season</td>
</tr>
</tbody>
</table>

1. All details relating to the Bid Document(s) can be viewed and downloaded from the website from date mentioned in key dates as per Annexure A.

2. Bid Document can be purchased after making online payment of portal fees as defined in portal and cost of Bid Document as shown above 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 Portal processing fee and the cost of Bid Document;
   ii) Deposit the Earnest Money;
   iii) Submit all bid forms along with a check list; and
   iv) Submit an Affidavit as per Annexure B.

Details can be seen in the Bid Data Sheet.

4. ELIGIBILITY FOR BIDDER:

Registration-
(a) At the time of submission of the Bid the bidder should have valid registration in the centralized registration system of Government of Madhya Pradesh, Public Works Department, which the bidder would be required to submit with the documents.

5. Pre-qualification (Financial) – Prequalification, if applicable, is notified in the Bid Data Sheet. If prequalification applicable, then prequalification conditions/criteria are stipulated in Para – A in Annexure C.
6. **Special Eligibility** - Special Eligibility, if applicable, is notified in the Bid Data Sheet. If Special Eligibility applicable, then Special Eligibility Conditions/criteria/requirements are stipulated in Para–A in **Annexure D**.

7. **Physical Experience** - Physical Experience, if applicable, is notified in the Bid Data Sheet. If Physical Experience applicable, then Extra Physical Experience/ criteria/ requirements is stipulated as Para–B in **Annexure C**.

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

---

Chief Executive Officer

M.P. Eco Tourism Development Board

Bhopal
Annexure A

(See clause 2 of Section 1 - NIT)

KEY DATES

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Work Department Stage</th>
<th>Start Date</th>
<th>Time</th>
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<tr>
<td>1</td>
<td>Publishing Date</td>
<td>18/09/2023</td>
<td>17:00</td>
</tr>
<tr>
<td>2</td>
<td>Document Download/Sale start Date</td>
<td>16/09/2023</td>
<td>17:30</td>
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<tr>
<td>3</td>
<td>Pre-bid Meeting Date</td>
<td>22/09/2023</td>
<td>15:30</td>
</tr>
<tr>
<td>4</td>
<td>Bid Submission Start Date</td>
<td>25/09/2023</td>
<td>15:30</td>
</tr>
<tr>
<td>5</td>
<td>Purchase and Submission Closing Date</td>
<td>16/10/2023</td>
<td>17:30</td>
</tr>
<tr>
<td>6</td>
<td>Bid Opening Date (Envelope 'A' and 'B')</td>
<td>18/10/2023</td>
<td>17:30</td>
</tr>
</tbody>
</table>

Chief Executive Officer
M.P. Eco Tourism Development Board
Bhopal
SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

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

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 only. No JV is allowed.

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 employer or the Government.

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

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS
The Bid Document comprises of the following documents:

1. NIT with all amendments.

2. Instructions to Bidders, Bid Data Sheet with all Annexures.

3. Conditions of Contract:
   i. Part I General Conditions of Contract and the Contract Data with all Annexure; and
   ii. Part II Special Conditions of Contract.

4. Specifications

5. Drawings

6. Priced Bill of Quantities

Section 2 – Instruction to Bidders
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**

Pre-Bid meeting will be held at Van Vihar Conference Hall at Van Vihar, Bhopal on ______ at ______ PM.

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 in consultation with the Project Architect and the Project Co-ordination Committee.

9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.

9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

10. **Amendment of Bid Documents**

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

10.2 All amendments shall form part of the Bid Document.

10.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

**C. PREPARATION OF BID**

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

12. **DOCUMENTS COMPRISING THE BID**

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

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

i) Registration number or proof of application for registration and
organizational details in format given in the Bid Data Sheet.

ii) EPF Registration
iii) PAN NO
iv) GST Registration
v) Payment of the cost of Bid Document;
vi) Earnest Money; and
vii) An affidavit duly notarized.

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

**Part 3** – This shall be known as Online Envelope C and would apply to all bids. Envelop C shall contain financial offer in the 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.

Those who will qualify in Technical bid would only be considered for Financial Bid.

15. FINANCIAL BID

i. The bidder shall have to quote rates in format referred in Bid Data Sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.

ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.

iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.

iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.

17.2 The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favor of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, other form(s) of EMD may be allowed by the Employer by mentioning it in the Bid Data Sheet.

17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.

17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.

17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.

17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. SUBMISSION OF BID
18. The bidder is required to submit online bid duly signed digitally 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 Envelope ‘B’. Envelope ‘C’ (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop ‘B’) shall not be opened.

19.3 Envelope ‘C’ (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope ‘C’.

19.4 After opening Envelope ‘C’ all responsive bids shall be compared to determine the lowest evaluated bid.

19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.

19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. Confidentiality

20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

20.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of his bid.
F. AWARD OF CONTRACT

21. Award of Contract

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

22. Performance Security

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

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

23. Signing of Contract Agreement

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

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

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

24. CORRUPT PRACTICES

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

i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

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

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

a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

b. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

d. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

[End of ITB]
## Bid Data Sheet

### GENERAL

<table>
<thead>
<tr>
<th>SR. No.</th>
<th>PARTICULARS</th>
<th>DATA</th>
</tr>
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<tr>
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<td>Office inviting tender</td>
<td>CEO, MP Ecotourism Development Board, Bhopal (M.P.)</td>
</tr>
<tr>
<td>2</td>
<td>NIT No.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Date of NIT</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bid document download available from date &amp; time</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Website link</td>
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### SECTION 1 - NIT

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<td>2</td>
<td>Portal fees</td>
<td>As notified in E-Tendering Website</td>
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<tr>
<td>3</td>
<td>Cost of bid document</td>
<td>Rs. 12,500 + GST + Portal processing fee</td>
</tr>
<tr>
<td></td>
<td>Cost of bid document Payable at</td>
<td><a href="https://mptenders.gov.in">https://mptenders.gov.in</a></td>
</tr>
<tr>
<td></td>
<td>Cost of bid document In favor of</td>
<td>MP Ecotourism Development Board, Bhopal (M.P.)</td>
</tr>
<tr>
<td>4</td>
<td>Affidavit format</td>
<td>Annexure B</td>
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<td>5</td>
<td>Pre-qualifications required</td>
<td>YES Required as below:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) In case of Roads &amp; Bridge works costing more than Rs. Five Crore.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) In case of Building works costing more than Rs. 100 lacs</td>
</tr>
<tr>
<td></td>
<td>If Yes, details</td>
<td>Annexure C (Evaluation by Project co-ordination committee, who will intimate reasons to disqualified bidders)</td>
</tr>
<tr>
<td>6</td>
<td>Special Eligibility (If yes, prior permission of E-in-C required)</td>
<td>YES NO</td>
</tr>
<tr>
<td></td>
<td>If Yes, details</td>
<td>Annexure D</td>
</tr>
<tr>
<td>7</td>
<td>Key dates</td>
<td>As per NIT</td>
</tr>
<tr>
<td>8</td>
<td>Pre- Bid Meeting</td>
<td>Pre-Bid meeting will be held at Van Vihar Conference Hall at Van Vihar, Bhopal on at PM.</td>
</tr>
<tr>
<td>CLAUSE REFERENCE</td>
<td>PARTICULARS</td>
<td>DATA</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------</td>
<td>----------------------------------------------------------------------</td>
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<tr>
<td>1</td>
<td>Name of ‘work’</td>
<td>UP-GRADATION AND DEVELOPMENT OF GATE NO.1 OF VAN VIHAR NATIONAL PARK. BHOJPAL (M.P.)</td>
</tr>
</tbody>
</table>
| 2                | Specifications              | Annexure – E In addition to as below:  
a) In case of Road and Bridge works: “Specification for Road and bridge work (fifth revision) by MORTH  
b) Stipulation of SOR for road and bridge w.e.f. 29/08/2017 and its amendments issued up to date of NIT  
c) In case of Building works: SPECIFICATION FOR BUILDING WORKS BY CPWD,NBC Stipulation by SOR in force  
d) Stipulation of SOR for Building work w.e.f. 15/09/2022 and its amendments issued up to date of NIT |
| 3                | Procedure for participation in e-tendering | Annexure – F                                                               |
| 4                | Whether Joint Venture is allowed | NO                                                                 |

Section 2 – Bid Data Sheet
<table>
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<th>PARTICULARS</th>
<th>DATA</th>
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</thead>
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<td>12</td>
<td><strong>Envelope-A</strong> containing:</td>
<td>Online</td>
</tr>
<tr>
<td></td>
<td>i. Registration number or proof of application for registration and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>organizational details as per Annexure H</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. EPF Registration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. PAN NO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv. GST Registration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>v. Cost of Bid Document</td>
<td></td>
</tr>
<tr>
<td></td>
<td>vi. EMD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>vii. An affidavit duly notarized as per Annexure – B</td>
<td></td>
</tr>
<tr>
<td></td>
<td>**Note: Affidavit duly notarized in original shall be uploaded online</td>
<td></td>
</tr>
<tr>
<td></td>
<td>along with the bid document as a part of envelop A.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td><strong>Envelope-B</strong> Technical Proposal</td>
<td>Annexure - I and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Annexure - I (Format I-1 to I-5)</td>
</tr>
<tr>
<td>15</td>
<td><strong>Envelope-C</strong> Financial Bid</td>
<td>Annexure – J</td>
</tr>
<tr>
<td></td>
<td>Materials to be issued by the department</td>
<td>Annexure – K</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Period of Validity of Bid</strong></td>
<td>120 Days</td>
</tr>
<tr>
<td>17</td>
<td><strong>Earnest Money Deposit</strong></td>
<td>Online</td>
</tr>
<tr>
<td></td>
<td><strong>Forms of Earnest Money Deposit</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>EMD valid for a period of</strong></td>
<td>MP Eco tourism Development Board, Bhopal</td>
</tr>
<tr>
<td></td>
<td><strong>FDR must be drawn in favour of</strong></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td><strong>Letter of Acceptance (LoA)</strong></td>
<td>Annexure L</td>
</tr>
</tbody>
</table>

Section 2 – Bid Data Sheet
<table>
<thead>
<tr>
<th><strong>Amount of Performance Security</strong></th>
<th>5% of contract amount for road and bridge works; 5% of contract amount for building works.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Additional Performance Security, if any</strong></td>
<td>Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus), of successful bid and fifteen percent (below/minus), considering bid rates less than fifteen percent below PAC, to be unworkable and shall require additional performance security (guarantee) <strong>Valid up to till stipulated time of completion plus three months.</strong></td>
</tr>
<tr>
<td><strong>Performance security in the format</strong></td>
<td>Annexure M</td>
</tr>
<tr>
<td><strong>Performance security in favour of</strong></td>
<td>Director- Van Vihar National Park, Bhopal</td>
</tr>
<tr>
<td><strong>Performance security valid up to</strong></td>
<td>Valid Contract period plus 3 months (<strong>Amended vide Govt memo no 1400/1246/2018/19/yo Bhopal dt 06/04/2018</strong>)</td>
</tr>
</tbody>
</table>
Annexure – A
(See clause 3 of Section 1 -NIT’)

|| AFFIDAVIT ||

(To be contained in Envelope A)
(On Non Judicial Stamp of Rs. 50)

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

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

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

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

OR

Following close relatives are working in the department:
Name __________________ Post __________________ Present Posting ______________

Signature with Seal of the Deponent (bidder)

I/ We, ___________________________ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 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 be uploaded online along with the bid document as a part of envelop A.
PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

i. experience of having successfully executed:
   a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or
   b) two similar works, each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or
   c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 5 financial years;

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

iii. Executed similar items of work in any one financial year during the last 3 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.

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

B. Physical

Physical qualifications for the work shall be as below

<table>
<thead>
<tr>
<th>Sno</th>
<th>Particulars</th>
<th>Quantity</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Physical qualification required</td>
<td></td>
<td>☑</td>
</tr>
<tr>
<td>2</td>
<td>Earthwork</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Concrete work</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(The Employer shall specify all physical qualifications required).

Note: Above criteria is indicative, subject to suitable stipulations by the departments and specific Bid.
SPECIAL ELIGIBILITY CRITERIA

The bidder should have experience of:

A. Work in any public park for City Municipal Corporation/ Development Authority/ Deptt. Of Tourism or similar Govt. department or corporation. (Within last 3 years).

B. Work for any certified green building (by IGBC, GRIHA or similar agency) (Within last 3 years)

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

MP PWD Building and electrical SOR 01.12.20 and amendment up to date and Road SOR 29.8.17 and amendment up to date of NIT
(The soft copy of above specifications is available at departmental website mp pwd website

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.

Section 2 – Annexure -D
Annexure E
(See clause 3 of section 2-ITB)

Procedure for Participation in e-Tendering

1. **Registration of Bidders on e-Tendering System:**
   All the PWD registered bidders are already registered on the new e-procurement portal https://mptenders.gov.in. The user id will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. For more details may contact M/s. Tata Consultancy Services Corporate Block, 5th floor, DB City BHOPAL-462011 email id: eproc_helpdesk@mpsdc.gov.in. Helpdesk phone numbers are available on website.

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

   **Note:**
   i. It may take up to 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 From required to be submitted for the issuance of Digital Certificate from 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://mptenders.gov.in
4. **Key Dates:**
The bidders are strictly advised to follow the time schedule (Key Dates) of the bid on their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the Department.

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

5. **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.
Annexure – F
(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 in 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 role of all members of J.V in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of J.V should have active participation in execution during the currency of the contract. This should not be varied or firmed 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 or each of the partners of a joint venture shall be added together to determine the Bidder’s confirmation 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:

<table>
<thead>
<tr>
<th>DETAILS</th>
<th>FIRM ‘A’</th>
<th>FIRM ‘B’</th>
<th>FIRM ‘C’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of the Banker(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 2 – Annexure - F
<table>
<thead>
<tr>
<th>Planning</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Equipment</td>
<td></td>
</tr>
<tr>
<td>Key Personnel</td>
<td></td>
</tr>
<tr>
<td>Execution of Work</td>
<td></td>
</tr>
<tr>
<td>(Give details on contribution of each)</td>
<td></td>
</tr>
</tbody>
</table>

**NOT APPLICABLE**
# ORGANIZATIONAL DETAILS (To be Contained in Envelope - A)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP</td>
<td>Registration No. __________ Date __________ (Scanned copy of Registration to be uploaded)</td>
</tr>
<tr>
<td>3.</td>
<td>Name of Organization/ Individual/ Proprietary Firm/ Partnership Firm</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act–1956)/ Corporation/ Joint Venture</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>EPF Registration</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>PAN NO</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>GST Registration</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Address of Communication</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Telephone Number with STD Code</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Fax Number with STD Code</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Mobile Number</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>E-mail Address for all communications</td>
<td></td>
</tr>
</tbody>
</table>

**Details of Authorized Representative**

| 13.   | Name                                                                         |                                                                 |
| 14.   | Designation                                                                 |                                                                 |
| 15.   | Postal Address                                                               |                                                                 |
| 16.   | Telephone Number with STD Code                                               |                                                                 |
| 17.   | Fax Number with STD Code                                                     |                                                                 |
| 18.   | Mobile Number                                                                |                                                                 |
| 19.   | 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: __________

---

Section 2 – Annexure - G
ENVELOPE – B TECHNICAL PROPOSAL

Technical Proposal shall comprise the following documents:

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

Note:
1. Technical Proposal should be uploaded duly page numbered and indexed.
2. Technical Proposal uploaded otherwise will not be considered.
FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:
The bidder should have completed either of the below:

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

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>
<thead>
<tr>
<th>Agreement Number &amp; Year</th>
<th>Name of Work</th>
<th>Date of Work Order</th>
<th>Date of Completion</th>
<th>Amount of Contract</th>
<th>Employer's Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Existing commitments – (Value of ‘C’ for Bid Capacity formula)

<table>
<thead>
<tr>
<th>Agreement Number &amp; Year</th>
<th>Name of Work</th>
<th>Date of Work Order</th>
<th>Date of Completion</th>
<th>Amount of Contract</th>
<th>Amount of balance work</th>
<th>Employer's Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Section 2 – Annexure - I (Format I-1)
B. Physical Requirement:
Execution of similar items of work in any one financial year during the last 3 financial years should not be less than the minimum physical requirement fixed for the work.

<table>
<thead>
<tr>
<th>SN</th>
<th>Particulars</th>
<th>Actual Quantity Executed (To be filled in by the contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year – 1</td>
</tr>
<tr>
<td>1</td>
<td>Physical qualification required</td>
<td>Yes/ No</td>
</tr>
<tr>
<td>2</td>
<td>Earthwork</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Concrete work</td>
<td></td>
</tr>
</tbody>
</table>

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

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

To be filled in by the contractor:

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Payments received for contracts in progress or completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

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

Clarification:-
Provisional balance sheets for financial year ------------shall be considered subject to authentication by the C.A.

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:

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

Where
A = Maximum value of civil engineering works executed in any one year during the last five year (10% weightage per year shall be given to bring the value of work executed at present price level)
B = Proposed contract period in years.
C = Amount of work in hand at present.
Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Annexure-1 (format I-1)

(See clause 14 of section 2.7 ITB & Clause 6 of GCC)

List of technical Personnel for the Key Positions in Building Works of PIU:

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum Requirement</th>
<th>Available with the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Number Required</td>
<td>Qualification</td>
<td>Age</td>
</tr>
<tr>
<td>0 to 2 Cr.</td>
<td>Technology 1</td>
<td>Diploma</td>
</tr>
<tr>
<td>2 Cr. to 10 Cr.</td>
<td>Engineer 1</td>
<td>B. Tech</td>
</tr>
<tr>
<td></td>
<td>Technology 1</td>
<td>Diploma E&amp;M</td>
</tr>
<tr>
<td>10 Cr. to 50 Cr.</td>
<td>Engineer 1</td>
<td>B. Tech</td>
</tr>
<tr>
<td></td>
<td>Technology 1</td>
<td>Diploma E&amp;M</td>
</tr>
<tr>
<td></td>
<td>Technology 1</td>
<td>Diploma E&amp;M</td>
</tr>
<tr>
<td>For each additional 50 Cr.</td>
<td>Engineer 1</td>
<td>B. Tech</td>
</tr>
<tr>
<td></td>
<td>Engineer 1</td>
<td>B. Tech E&amp;M</td>
</tr>
<tr>
<td></td>
<td>Technology 2</td>
<td>Diploma E&amp;M</td>
</tr>
<tr>
<td></td>
<td>Technology 1</td>
<td>Diploma E&amp;M</td>
</tr>
</tbody>
</table>

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 6.1 if technical personnel are not deployed as above.
### Special Conditions for Building Works in PWD, PIU

*Annexure - I (Format: 1-S)*

(See clause 24 of Section 2-119)

Dated 10-12-2015

List of Key Construction Equipments/ Machines for Building Works in PIU

<table>
<thead>
<tr>
<th>S. No</th>
<th>Probable Amount of Contract (PAC)</th>
<th>Minimum Requirement</th>
<th>Quantity</th>
<th>Available with the bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Construction Equipment/ Machinery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>up to 2.00 Cr</td>
<td>Concrete Mechanical Mixer With Hopper (1 cum capacity minimums)</td>
<td>1 no.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Plate Vibrator</td>
<td>2 nos</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Diesal/Electric pin Vibrator</td>
<td>2 nos</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Fully well equipped lab</td>
<td>1 nos</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Curing pump of 1.5 hp capacity with set of pipe</td>
<td>1 nos</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Steel shuttering plates / centering pipes</td>
<td>100 M²</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Auto label instrument</td>
<td>1 nos</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>Concrete Mechanical Mixer With Hopper</td>
<td>2 nos</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Concrete weight batcher minimum 30 cubic Meter Capacity (as an when required)</td>
<td>1 nos</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>2.00 Cr to 10.00 Cr</td>
<td>Plate Vibrator</td>
<td>3 nos</td>
<td></td>
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<tr>
<td>11</td>
<td></td>
<td>Diesal/Electric pin Vibrator</td>
<td>3 nos</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>Fully well equipped lab</td>
<td>1 No.</td>
<td></td>
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<tr>
<td>13</td>
<td></td>
<td>Curing pump of 1.5 hp capacity with set of pipe</td>
<td>2 Nos.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>Steel centering plates / centering pipes</td>
<td>1000 M²</td>
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<tr>
<td>15</td>
<td></td>
<td>Auto level instrument</td>
<td>1 No.</td>
<td></td>
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<tr>
<td>16</td>
<td>10.00 to 50 Cr</td>
<td>Concrete Mechanical Mixer With Hopper</td>
<td>3 nos</td>
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<td>17</td>
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<td>Concrete weight batcher minimum 30 cubic meter capacity</td>
<td>2 Nos.</td>
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<td>18</td>
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<td>Plate Vibrator</td>
<td>4 Nos.</td>
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<td>19</td>
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<td>Diesal/Electric pin Vibrator</td>
<td>4 Nos.</td>
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<td>20</td>
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<td>Fully well equipped lab</td>
<td>1 No.</td>
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<tr>
<td>21</td>
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<td>Curing pump of 1.5 hp capacity with set of pipe</td>
<td>3 Nos.</td>
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<tr>
<td>22</td>
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<td>Steel centering plates / centering pipes</td>
<td>1500 M²</td>
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<tr>
<td>23</td>
<td></td>
<td>Auto label instrument</td>
<td>1 No.</td>
<td></td>
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</tbody>
</table>

Note:-

1. For work costing above Rs. 50.00 Cr. additional equipments/Machines shall be deployed as requirement.
2. Above minimum requirement are part of the technical bid but not part of prequalification.
3. Above minimum requirement are required to complete the work in time.
FINANCIAL BID

(See clause 14 of Section 2-ITB)

NAME OF WORK:-

I/We hereby bid for the execution of the above work within the time specified at the rate as per the Bill of Quantities (BOQ) and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/ are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labourers 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 successor in office the sums of money mentioned in the said conditions.

Note:

i. Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.

ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.

iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive.

iv. All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.


Signature of Bidder
Name of Bidder

The above bid is hereby accepted by me on behalf of the Governor of Madhya Pradesh dated the day of 20
MATERIALS TO BE ISSUED BY THE DEPARTMENT

<table>
<thead>
<tr>
<th>Sno</th>
<th>Name of material</th>
<th>Rate (Issue rate)</th>
<th>Unit</th>
<th>Remarks</th>
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### Annexure – L

(See clause 21 of Section 2 -ITB)

### SECTION 3

Conditions of Contract

Part – I General Conditions of Contract [GCC]

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<th>Particulars</th>
<th>Clause No</th>
<th>Particulars</th>
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<td>A. General</td>
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<td>Definitions</td>
<td>22</td>
<td>No compensation for alterations in or restriction of work to be carried out.</td>
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<td>2</td>
<td>Interpretations and Documents</td>
<td>23</td>
<td>No Interest Payable</td>
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<td>Liability For Accidents To Person</td>
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<td>Security Deposit</td>
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<td>10</td>
<td>Contractor to Construct the Works</td>
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<td>Price Adjustment</td>
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<td>Discoveries</td>
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<td>Mobilization and Construction</td>
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<td>Machinery Advance</td>
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<td>12</td>
<td>Dispute Resolution System</td>
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<td>Secured Advance</td>
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<td>B. Time Control</td>
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<td>Payments Certificates</td>
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<td>13</td>
<td>Programme</td>
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<td><strong>E. Finishing the Contract</strong></td>
</tr>
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<td>14</td>
<td>Extension of Time</td>
<td>35</td>
<td>Completion Certificate</td>
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<td>15</td>
<td>Compensation for Delay</td>
<td>36</td>
<td>Final Account</td>
</tr>
<tr>
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<td>Contractor’s quoted percentage</td>
<td></td>
<td><strong>F. Other Conditions of Contract</strong></td>
</tr>
<tr>
<td>C. Quality Control</td>
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<td>37</td>
<td>Currencies</td>
</tr>
<tr>
<td>17</td>
<td>Tests</td>
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<td>Labour</td>
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<td>18</td>
<td>Correction of Defects noticed during the Defect Liability Period</td>
<td>39</td>
<td>Compliance with Labour Regulations</td>
</tr>
<tr>
<td>D. Cost Control</td>
<td></td>
<td>40</td>
<td>Audit and Technical Examination</td>
</tr>
<tr>
<td>19</td>
<td>Variations - Change in original Specifications, Designs, Drawings etc.</td>
<td>41</td>
<td>Death or Permanent Invalidity of Contractor</td>
</tr>
<tr>
<td>20</td>
<td>Extra Items</td>
<td>42</td>
<td>Jurisdiction</td>
</tr>
</tbody>
</table>
A. General

1. DEFINITIONS

1.1. **Bill of Quantities**: means the priced and completed Bill of Quantities forming part of the Bid.

1.2. **Chief Engineer**: means Director, Van Vihar National Park in the project concerned.

1.3. **Completion**: means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.

1.4. **Contract**: means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.

1.5. **Contract Data**: means the documents and other information which comprise of the Contract.

1.6. **Contractor**: means a person or legal entity whose bid to carry out the work has been accepted by the Employer.

1.7. **Contractor's bid**: means the completed bid document submitted by the Contractor to the Employer.

1.8. **Contract amount**: means the amount of contract worked out on the basis of accepted bid.

1.9. **Completion of work**: means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.

1.10. **Day**: means the calendar day.

1.11. **Defect**: means any part of the work not completed in accordance with the specifications included in the contract.

1.12. **Department**: means Department of the State Government viz. Water Resources Department, Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organisation which adopts this document.

1.13. **Drawings**: means drawings including calculations and other information provided or approved by the Engineer-in-Charge.

1.14. **Employer**: means the party as defined in the **Contract Data**, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.

1.15. **Engineer**: means the person named in the **Contract Data**.

1.16. **Engineer in charge**: means the person named in the **Contract Data**.

1.17. **Equipment**: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.

1.19. **In Writing**: means communicated in written form and delivered against receipt.

1.20. **Material**: means all supplies, including consumables, used by the Contractor for incorporation in the work.

1.21. **Superintending Engineer**: means Superintending Engineer-in-Charge of the Circle concerned.

1.22. **Stipulated period of completion**: means the period in which the Contractor is required to complete the work. The stipulated period is specified in the Contract Data.

1.23. **Specification**: means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.

1.24. **Start Date**: means the date of signing of agreement for the work.

1.25. **Sub-Contractor**: means a person or corporate body who has a Contract with the Contractor, duly authorised to carry out a part of the construction work under the Contract.

1.26. **Temporary Work**: means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.

1.27. **Tender/Bid, Tenderer/Bidder**: are the synonyms and carry the same meaning where ever used.

1.28. **Variation**: means any change in the work which is instructed or approved as variation under this contract.

1.29. **Work**: The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

1.30. **Site Engineer-** Engineer for the project as engaged by Director, Van Vihar.

1.31. **Project Co-ordination Committee-** The committee constituted vide letter no. 5278 dated 2/9/20 The members of the committee are as following:

   Director, Van Vihar
   Project Architect
   Asst. Dir., Van Vihar
   Representative of CEO, MPEDB
   Member nominated by MD, MP Tourism Corporation Limited

2. **INTERPRETATIONS AND DOCUMENTS**

2.1 **Interpretations**

   In the contract, except where the context requires otherwise:
   a. words indicating one gender include all genders;
   b. words indicating the singular also include the plural and vice versa.
   c. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
   d. “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
2.2 Documents Forming Part of Contract:
1. NIT with all amendments.
2. Instructions to Bidders (ITB, Bid Data Sheet with all Annexure)
3. Conditions of Contract:
   i. Part I General Conditions of Contract and the Contract Data;
      with all Annexure
   ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings
6. Bill of Quantities
7. Technical and Financial Bid
8. Agreement, and
9. Any other document(s), as specified.

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

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

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

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

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

7. Force Majeure

7.1 The term “Force Majeure” means an exceptional event or circumstance:
(a) Which is beyond a Party’s control
(b) Which such Party could not reasonably have provided against before entering into the Contract,
(c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
(d) Which is not substantially attributable to the other Party.
Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
(i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
(ii) Rebellion, terrorism, sabotage by persons other than the Contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war,
(iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel,
(iv) Munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and
(v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

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

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

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

8. Contractor’s Risks

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

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

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

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

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

12. Dispute Resolution System
12.1 No dispute can be raised except before the Competent Authority as defined in Contract Data in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
12.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.
12.3 The Competent Authority shall decide the matter within 45 days.
12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract Data. The Appellate Authority shall decide the dispute within 45 days.
12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.
12.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

Section 3 – Part I General Condition of Contract
B. Time Control

13. Programme

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

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

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

13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

14. Extension of Time

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

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

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

15. Compensation for delay

15.1 The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.

15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.

15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.

15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.
15.5 In the event of delay in execution of the Works as per the timelines mentioned in the Contract Data the Engineer-in-charge shall retain from the bills of the Contractor amount equal to the liquidated damages leviable until the Contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.

15.6 If the Contractor is given extension of time after liquidated damages have been paid, the Engineer in Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.

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

16. Contractor’s quoted percentage

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

C. Quality Control

17. Tests

17.1 The Contractor shall be responsible for:

a. Carrying out the tests prescribed in specifications, and

b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

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

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

18. Correction of Defects noticed during the Defect Liability Period

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

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

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

D. Cost Control

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

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

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

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

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

a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.

b. If the item is not in the priced BOQ and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.

c. If the rates for the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.

d. If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates minus/plus the percentage quoted by the contractor.

e. If the rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.

f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

22. No compensation for alterations in or restriction of work to be carried out.
22.1 If at any time after the commencement of the work, the Engineer-in-charge, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out; the
Engineer-in-charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.

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

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

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

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

25. Tax
25.1 The rates quoted by the Contractor shall be deemed to be inclusive of 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 days’ notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (g) of clause 27.2, the Engineer in Charge may terminate the Contract immediately.

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

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

(As per Amended vide Govt memo no F-53/16/2012/19/Y/6842 dtd 2/11/2015)

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

Section 3 –Part - I General Condition of Contract
The Contractor shall have to submit performance security and additional performance security, if any, as specified in the Bid Data Sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and additional performance security, if any, remains valid for the period as specified in the Contract Data.

30. Security Deposit-
30.1 Security Deposit shall be deducted from each running bill at the rate as specified in the Contract Data. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the Contract Data.
30.2 The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of Defect Liability Period/extended Defect Liability Period.
30.3 The Security Deposit shall be refunded on completion of Defect Liability Period. The additional performance security shall be refunded on satisfactory completion of the work.)
(As per Amended vide Govt memo no F-53/16/2012/19/Y/6842 dtd 2/11/2015)

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:
\[ R = \text{Total value of work during the quarter. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the quarter, less value of material issued by the department, if any, during the quarter.} \]
4. Weightage 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]
<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Particulars</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.14</td>
<td>Employer</td>
<td>DIRECTOR, VAN VIHAR NATIONAL PARK, BHOPAL</td>
</tr>
<tr>
<td>1.15</td>
<td>Engineer</td>
<td>ASST. DIRECTOR, VAN VIHAR NATIONAL PARK, BHOPAL</td>
</tr>
<tr>
<td>1.16</td>
<td>Engineer in Charge</td>
<td>DIRECTOR, VAN VIHAR NATIONAL PARK, BHOPAL</td>
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<tr>
<td></td>
<td>Stipulated period of completion</td>
<td>(prior is always including rainy season, unless mentioned otherwise)</td>
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<td>And as below:</td>
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<td>For Road &amp; Bridge work costing:</td>
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<td></td>
<td></td>
<td>Upto Rs. 5 Crore - max 12 months</td>
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<td>From Rs. 5 to 10 crores - max 24 months</td>
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<td>From Rs. 10 to 20 crores - max 24 months</td>
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<td>From Rs. 20 to 50 crores - max 28 months</td>
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<td>More than Rs. 50 crores - max 36 months</td>
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<td>For Conventional Building works costing:</td>
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<td>Upto Rs. 50 lacs - max 12 months</td>
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<td>From Rs. 50 lacs to 2 crore - max 15 months</td>
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<td>From 2 crore to 5 crores - max 18 months</td>
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<td>From 5 crore to 10 crores - max 20 months</td>
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<td>From 10 to 20 crores - max 24 months</td>
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<td>More than Rs. 20 crore - max 30 months</td>
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<td>For Prefab Building works:</td>
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<td>The time permitted to be kept is 50% of time prescribed for conventional construction</td>
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<tr>
<td>4</td>
<td>Address &amp; contact details of the Contractor</td>
<td>As per Annexure H</td>
</tr>
<tr>
<td></td>
<td>Address &amp; contact details of the Employer/ Engineer - phone, Fax, e-mail.</td>
<td>DIRECTOR, VAN VIHAR NATIONAL PARK, VAN VIHAR, BHOPAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>+91942790610</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:dirvynp@bsnl.in">dirvynp@bsnl.in</a>, <a href="mailto:fdvanvnbpbl@mp.gov.in">fdvanvnbpbl@mp.gov.in</a></td>
</tr>
<tr>
<td>5</td>
<td>Subcontracting permitted for the Contract Value</td>
<td>More than Rs. Five crores</td>
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<tr>
<td>6</td>
<td>Technical Personnel to be provided by the contractor - requirement, &amp;</td>
<td>As per Annexure-I (Format I-3)</td>
</tr>
<tr>
<td>GCC Clause</td>
<td>Particulars</td>
<td>Data</td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td></td>
<td>Penalty, if required Technical Personnel not employed</td>
<td>Rs. Thirty thousand per month for each graduate engineer and</td>
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<td></td>
<td>Rs. Eighteen thousand per month for each diploma engineer</td>
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<tr>
<td>10</td>
<td>Specifications</td>
<td>As per Annexure E</td>
</tr>
<tr>
<td>12</td>
<td>Drawings</td>
<td>As per Annexure - N</td>
</tr>
<tr>
<td></td>
<td>Competent Authority for deciding dispute under Dispute Resolution System</td>
<td>DIRECTOR, VAN VIHAR NATIONAL PARK, BHOPAL</td>
</tr>
<tr>
<td></td>
<td>Appellate Authority for deciding dispute under Dispute Resolution System</td>
<td>PCCF (WL) &amp; CHIEF WILDLIFE WARDEN, MADHYA PRADESH</td>
</tr>
<tr>
<td>13</td>
<td>Period for submission of updated construction program</td>
<td>a) Every 3 months</td>
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<td>b) At the end of every milestone, whichever is less</td>
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<tr>
<td>14</td>
<td>Amount to be withheld for not submitting construction program</td>
<td>@ 1 % (Percent) of contract amount, subject to a maximum of Rs. 50,000/-</td>
</tr>
<tr>
<td></td>
<td>Competent Authority for granting Time Extension</td>
<td>a) Up to 30 Days – DIRECTOR, VAN VIHAR NATIONAL PARK, BHOPAL</td>
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<td></td>
<td></td>
<td>b) More than 30 days – PROJECT COORDINATION COMMITTEE</td>
</tr>
<tr>
<td>15</td>
<td>Milestones laid down for the contract</td>
<td>Yes</td>
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<tr>
<td></td>
<td>If Yes, details of Milestones</td>
<td>As per Annexure – O or</td>
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<td></td>
<td></td>
<td>As below, if not mentioned in Annexure – O:</td>
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<td></td>
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<td>Mile Stone 1:</td>
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<tr>
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<td>1/8th of the whole work before 1/4th of the whole time allowed has elapsed,</td>
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<td>Mile Stone 2:</td>
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<td>3/8th of the whole work before 1/2nd of the whole time allowed has elapsed,</td>
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<td>Mile Stone 3:</td>
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<td>3/4th of the whole work before 3/4th of the whole time allowed has elapsed,</td>
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<td>Mile Stone 4:</td>
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<td>Complete work within the stipulated time.</td>
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<td>Liquidated damage</td>
<td>As per Annexure – P</td>
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<tr>
<td>GCC Clause</td>
<td>Particulars</td>
<td>Data</td>
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<td>-----------</td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td>16</td>
<td>List of equipment for lab</td>
<td>As per Annexure – Q</td>
</tr>
<tr>
<td></td>
<td>Time to establish lab</td>
<td>30 days from date of signing of the Agreement</td>
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<td>Penalty for not establishing field Laboratory</td>
<td>1% of contract amount per month, Subject to a maximum of Rs. 50,000/- per month of delay</td>
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<tr>
<td>17</td>
<td>Defect Liability Period</td>
<td>As below:</td>
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<td></td>
<td></td>
<td>A) For Road work :</td>
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<tr>
<td></td>
<td></td>
<td>i) For New Road (Bituminous) Construction along with granular crust (including strengthening): 5 years;</td>
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<td></td>
<td>ii) for new road (concrete) construction (including strengthening): 5 years</td>
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<td>iii) for renewal with BT layer equal to or less than 30 mm thickness: 3 years</td>
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<td></td>
<td>iv) For renewal with BT layer more than 30 mm thickness: 5 years</td>
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<tr>
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<td></td>
<td>B) For Bridge works : 3 years to execute complete and maintain work in accordance with agreement and special conditions of contract (SCC) after issuance of physical completion certificate as per Annexure-U</td>
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<td></td>
<td>C) for Building works : 3 years</td>
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<td>D) For Road maintenance: 1 years (the work of strengthening and renewal shall not be treated as road maintenance work)</td>
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<tr>
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<td>E) for Building maintenance work: 1 years (Except for water proofing work and the work in which specific guarantee period is mentioned)</td>
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<td></td>
<td></td>
<td>Note – in accordance with clause 18 the defect observed in the works during the defect liability period shall be intimated by the Engineer in charge to the contractor and the contractor shall rectify the defects promptly. In case the defects are not removed in reasonable time, the same can be got done by the Engineer in Charge as below:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Deploy departmental labour and material or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Engage a contractor by issuing a work order at contract rate/SOR rate or</td>
</tr>
<tr>
<td>GCC Clause</td>
<td>Particulars</td>
<td>Data</td>
</tr>
<tr>
<td>------------</td>
<td>-------------</td>
<td>------</td>
</tr>
<tr>
<td></td>
<td>c) Sanction supplementary work in a existing agreement to a contractor for zonal works or similar other work or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Invite open tender or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) Combination of above</td>
<td></td>
</tr>
<tr>
<td></td>
<td>f) The Engineer-in-charge shall assess the cost of such rectification which shall be recoverable from the contractor from his performance security of any amount due or that may become due to him and from other available securities. If this amount is not sufficient to meet the expenses incurred on rectification, the balance amount may be recovered as land revenues arrears as per MPLRC.</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Competent Authority for determining the rate</td>
<td>PROJECT CO-ORDINATION COMMITTEE</td>
</tr>
<tr>
<td>27</td>
<td>Any other condition for breach of contract</td>
<td>Yes as below: If the contractor fails to achieve 50% financial progress in any milestone and/or fails to achieve 75% financial progress in two consecutive milestone</td>
</tr>
<tr>
<td>28</td>
<td>Penalty</td>
<td>Penalty Shall include for feature of (a) Security deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the employers additional cost for competing the work which shall be 20 percent and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher.</td>
</tr>
<tr>
<td>29</td>
<td>Performance guarantee (Security) shall be valid up to</td>
<td>The upfront bank guarantee against performance security shall be taken for a period as mentioned below a) Works having performance grantee fo 5 year-</td>
</tr>
</tbody>
</table>
### Contract Data

<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Particulars</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>construction period+3 years+3 months.</td>
<td>b) Works having performance grantee fo 3 year-construction period+2 years+3 months.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Works having performance grantee fo 1 year-construction period+1 years+3 months.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>It is clarified that in case the construction period of the work is extended beyond the stipulated completion period, the bank grantee against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Amended vide Govt memo no 1400/1246/2018/19/yo Bhopal dt 06/04/2018)</td>
</tr>
<tr>
<td>30</td>
<td>Security Deposit to be deducted from each running bill</td>
<td>At the rate of 5% of Gross amount of running bill</td>
</tr>
<tr>
<td></td>
<td>Maximum limit of deduction of Security Deposit</td>
<td>Up to 5% of Final Contract Amount.</td>
</tr>
<tr>
<td></td>
<td>Refunded of security deposit.</td>
<td>The total security deposit deducted from the running bills shall be refunded(equivalent BG released) only after the completion of the performance guarantee period/extended performance guarantee period if any).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Amended vide Govt memo no 1400/1246/2018/19/yo Bhopal dt 06/04/2018)</td>
</tr>
<tr>
<td>31</td>
<td>Clause 31.1 (1) Price Adjustment shall be applicable</td>
<td>As per Annexure R and as below:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) The price Adjustment shall apply only in respect of Cement, Steel, Bitumen and POL components.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Price Adjustment shall be applicable only in case where the amount in NIT is more than Rs. 10 (Ten) Crores. This clause shall not have any bearing with the Contract Amount.</td>
</tr>
<tr>
<td></td>
<td>Clause 31.2.4 Weightage of component in the work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Component</td>
<td>Percentage of component in the work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Road work</td>
</tr>
<tr>
<td></td>
<td>Cement - Pc</td>
<td>22.5%</td>
</tr>
<tr>
<td></td>
<td>Steel - Ps</td>
<td>7.5%</td>
</tr>
<tr>
<td></td>
<td>Bitumen - Pb</td>
<td>15%</td>
</tr>
<tr>
<td>GCC Clause</td>
<td>Particulars</td>
<td>Data</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>31.1 (1)</td>
<td>Price adjustment shall be applicable</td>
<td>POL - Pf 7.5%  5%  5%</td>
</tr>
<tr>
<td>32</td>
<td>Clause 32.1 Mobilization and Construction Machinery Advance Applicable</td>
<td>No Mobilization and Construction Machinery Advance payable</td>
</tr>
<tr>
<td></td>
<td>Clause 32.2 If yes, Unconditional Bank Guarantee</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>32.3 If yes, Rate of interest chargeable on advances</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>32.4 If yes, Type &amp; Amount of Advance payment that can be paid</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>32.5 If yes, Recovery of advance payment</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>33</td>
<td>33.1 Secured Advance Applicable</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>33.2 if yes, Unconditional Bank Guarantee</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>33.2 if yes, Amount of Secured Advance</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>33.3 if yes, Conditions for secured advance</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>33.4 if yes, Recovery of Secured advance</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>34</td>
<td>Completion Certificate – after physical completion of the Work</td>
<td>As per Annexure - U</td>
</tr>
<tr>
<td></td>
<td>Final Completion Certificate – after final payment on completion of the Work</td>
<td>As per Annexure- V</td>
</tr>
<tr>
<td>35</td>
<td>Competent Authority</td>
<td>Director, Van Vihar National Park, Bhopal</td>
</tr>
<tr>
<td>36</td>
<td>Salient features of some of the major labour laws that are applicable</td>
<td>As per Annexure-W</td>
</tr>
</tbody>
</table>

Section 3 – Contract Data
Section 3 – Contract Data
ANNEXURE – M
(See clause 10 of Section 3 – GCC)

DRAWINGS

List of drawings –

1) Van Vihar Site plan
2) Retaining Wall Layout Plan
3) Retaining Wall Structure Details 01
4) Retaining Wall Structure Details 02
5) Entrance Gate Plan & Elevation
6) Souvenir shop Plan & Elevation
7) Views
Details of Milestones

As per contract data Sr. no. 15.
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 CEO, M.P. Eco tourism Development Board, Bhopal on the recommendation of co-ordination committee shall be final and binding upon both the parties.
ANNEXURE – P

(See clause 17 of Section 3 -GCC)

List of Equipment for Field Testing Laboratory

A. For Building Works
1. Balances
   (i) 7 kg to 10 kg capacity, Semi-Self indicating type – Accuracy 10 gm.
   (ii) 500 gm. Capacity, Semi-Self indicating type -Accuracy 1 gm.
2. Ovens-Electrically operated, thermostatically controlled up to 110 c-Sensitivity 1Degre C.
   (i) IS Sieves -450mm internal dia of sizes 100 mm, 80, mm 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm complete with lid and pan.
   (ii) IS Sieves – 200 mm internal dia. (brass frame) consisting of 2.36 mm, 1.18 mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
4. Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
5. Equipment for slump test – Slump Cone, Steel Plate, Tamping rod, steel scale, scoop
6. Dial gauges 25 mm travel -0.01 mm/division. Least count – 2 nos.
7. 100 tones compression testing machine, electrical-cum manually operated.
8. Graduated measuring cylinders 200 ml capacity – 3 nos.
   (i) 300 mm * 250 mm * 40 mm – 2 nos.
   (ii) Circular plates of 250 mm dia – 4 nos.
Price Adjustment

The formulas for adjustment of price are as follow:

\[ R = \text{Value of work as defined in Clause 31.2(3) of General Conditions of Contract} \]

Weightages* of component in the work

<table>
<thead>
<tr>
<th>S.No</th>
<th>Component</th>
<th>Percentage of component in the work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cement - ( P_c )</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Steel - ( P_s )</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bitumen - ( P_b )</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>POL - ( P_r )</td>
<td></td>
</tr>
</tbody>
</table>

* Weightage 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:

\[ V_c = 0.85 \times \frac{P_c}{100} \times R \times \frac{(C_1 - C_0)}{C_0} \]

\( V_c \) = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

\( C_0 \) = 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.eaindusty.nic.in]

\( C_1 \) = 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.eaindusty.nic.in]

\( P_c \) = 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:
\[ V_s = 0.85 \times P_s \times 100 \times R \times (S_1 - S_0)/S_0 \]

\[ V_s = \text{Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.} \]

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

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

\[ P_s = \text{Percentage of steel component of the work.} \]

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

\textbf{Adjustment of bitumen component}

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

\[ V_b = 0.85 \times P_b / 100 \times R \times (B - B_0) / B_0 \]

\[ V_b = \text{Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.} \]

\[ B_0 = \text{The official retail price of bitumen at the IOC depot at nearest center on the date of opening of Bids.} \]

\[ B_i = \text{The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.} \]

\[ P_b = \text{Percentage of bitumen component of the work.} \]

\textbf{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:

\[ V_f = 0.85 \times P_f / 100 \times R \times (F - F_0) / F_0 \]

\[ V_f = \text{Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.} \]

\[ F_0 = \text{The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the date of opening of Bids.} \]

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

\[ P_f = \text{Percentage of fuel and lubricants component of the work.} \]

\textit{Note: For the application of this clause, the price of High Speed Diesel has been chosen to represent fuel and lubricants group.}
Bank Guarantee Form for Mobilization and Construction Machinery Advance

To

[Name of Employer]

[Address of Employer]

[Name of Contractor]

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

We, the [Name of Bank/Financial Institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to [Name of Employer] on his first demand without whatsoever right of obligation on our part, on his first claim to the Contractor, in the amount not exceeding [Amount of Guarantee] [in words].

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

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

Yours truly,

Signature and Seal:

Name of Bank/Financial Institution:

Address:

Date:

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

Section 3 – Annexure R
Bank Guarantee Form for Secured Advance

INDENTURE FOR SECURED ADVANCES

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

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

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

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

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees __________ on or before the execution of these presents paid to the Contractor by the Employer (the receipt whereof 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 the Contractor.

[Signature]

Section 3 – Annexure S
(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 detailed in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor’s own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.

(3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor’s custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

(5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
(6) That the advances shall be repayable in full when or before the Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be re-payable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees ______________________ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:

Section 3 – Annexure S
(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.

[Signature]

[Stamp: Bhopal]
Annexure - T
(See clause 35 of Section 3 - GCC)

Physical Completion Certificate

Name of Work:

Agreement No. ................................................. Date ...................

Amount of Contract Rs ..........................................

Name of Agency: ..........................................

Used MB No. ..............................................

Last measurement recorded
a. Page No. & MB No. ..............................................

b. Date ..................................................

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

Date of issue

(........................................)

Director
Van Vihar National Park
Bhopal
Annexure – U
(See clause 35 of Section 3 -GCC)

Final Completion Certificate

Name of Work: ...........................................................................................................

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).
Agreemented amount Rs. .........................
Final Amount paid to contractor Rs. ......................

Incumbency of officers for the work

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

Date of issue

( )

Director
Van Vihar National Park
Bhopal
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 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.

Section 3 – Annexure V

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Section 3 – Annexure V
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.

Q) Wildlife Protection Act 1972 (Including all amendments so far)

R) Guidelines of Central Zoo Authority (CZA)
SECTION 3
Conditions of Contract
Part – II Special Conditions of Contract [SCC]

1) Since the work is to be executed in VAN VIHAR - a National Park and zoo, the Director, Van Vihar, shall ensure that all the works shall be done with due permission under the current legal framework applicable, including but not limited to Wildlife (Protection) Act 1972, and other acts and rules as applicable.

2) All the building material, tools store and workers hutments shall be placed on the prescribed place marked by the Van Vihar Management.

3) All the construction works shall have to be carried out in accordance with the MoEF Guidelines on Sustainable and Environmental friendly building construction & operations. (AS PER EIA Notification, 2006)

4) All the Rights of Payment shall be with the Director Van Vihar and execution as per the proposed estimates will be under the guidance of the project architect. The procurement of the material to fulfil the requirements of the site will be done by the contractor. The responsibility of ensuring that the quantity used is as per the estimated quantity by the authorised range officer and quality control by project architect and assistant director, Van Vihar.

5) Charges above the Administrative Sanction- Fee, honorarium etc. to be sanctioned by the Director, Van Vihar under the legal framework.

6) The responsibility of workmanship and quality control of work shall be of the PROJECT ARCHITECT and the Assistant Director Van Vihar. The bills of contractor shall be posted by the project Architect who will be assisted by a SITE ENGINEER. The site engineer shall be duly engaged on honorarium basis by Van Vihar management. The honorarium to be paid by Van Vihar from the contingency fund of the project as decided by the project co-ordination committee. The site engineer will coordinate day to day site work progress and post the quantities of work executed in the measurement books from time to time.

7) The payment of the contractor’s bills shall be made by the Director Van Vihar on the quantities recorded on the Measurement Books by Site Engineer checked and verified by the Range Officer appointed by the Director Van Vihar and jointly certified by the project architect and Asst. Director Van Vihar.
8) A PROJECT COORDINATION COMMITTEE shall be constituted before starting of the tendering process by the Principal Chief Conservator of Forest (Wildlife) and shall be active from finalizing the project details till the final billing of the project and payment of final bill amount, Security Deposit and Performance Guarantee of the Contractor. The decision of this Nominated Project Coordination committee shall be final and binding to all concerned. The committee shall have the power equivalent to Principal Chief Engineer of PWD. The payment schedule/stages will be decided by Director Van Vihar. After completion of each stage the project co-ordination committee will inspect the site and record its observations for future course of action.

This committee shall comprise of:
(1) Director Van Vihar
(2) Asst. Director Van Vihar
(3) Project Architect
(4) Engineer (Minimum Superintendent Engineer stature) nominated by M.D., M.P. State Tourism Development Corporation Ltd.
(5) Officer nominated by the CEO, M.P. Ecotourism Development Board.

This committee shall be responsible for finalizing the tender document and recommendation to M.P. Ecotourism Development Board. The committee shall also be responsible for finalization of bidder by comparative analysis of Eligibility criteria, Technical bids and financial bids as per these stages.

(a) The bidders who fulfill the eligibility criteria as per the Tender process 2.10 of M.P. P.W.D. department will only be eligible to participate in the Technical Bid.
(b) There shall be a Marks system of Qualitative assessment of bidders. There have been marks on various technical prerequisites in the Technical Bids (Envelop-2), which are listed below along with the Marks.
(c) As per the marks obtained by various qualified bidders according to these criteria, Only the bidders who obtains 70% or more marks shall qualify for the next level of the tender and only their financial bids (Envelop-3) shall be opened at next level.
(d) The committee shall conduct inspections of works at the end of each stage of payment schedule, before payment & record its observations for future course of action. The committee may perform random inspections as and when decided by Director, Van Vihar.
(e) Under no circumstances will any act/rule/guideline/legal framework applicable to the site be violated during the project execution.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Heading</th>
<th>Criteria for point/Marks allotment</th>
<th>Marks</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Firm’s Experience of working in a Forest Area (50 marks)</td>
<td>Work completed* in National Park / Forest area for state forest department. (Within Last 5 years)</td>
<td></td>
<td>50</td>
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<tr>
<td></td>
<td>As per Form TECH 1</td>
<td>Work done of Value equal to or more than 500.00 Lakhs)</td>
<td>50</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Work done of Value equal to or more than 300.00 Lakhs)</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Work done of Value equal to or more than 150.00 Lakhs)</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Firm’s Experience of working of a Public Garden (30 marks)</td>
<td>Work completed* in any public park for City Municipal Corporation / Development Authority / Deptt. of Tourism or similar Govt. department or corporation. (Within last 3 years)</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>As per Form TECH 2</td>
<td>Work done of Value equal to or more than 500.00 Lakhs)</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Work done of Value equal to or more than 300.00 Lakhs)</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Work done of Value equal to or more than 150.00 Lakhs)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Firm’s Experience of working of a Green Building Project (50 marks)</td>
<td>Work completed* for any certified green building (by IGBC, GRIHA or similar agency) (Within last 3 years)</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>As per Form TECH 3</td>
<td>Work done of Value equal to or more than 500.00 Lakhs)</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Work done of Value equal to or more than 300.00 Lakhs)</td>
<td>30</td>
<td></td>
</tr>
<tr>
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<td></td>
<td>Work done of Value equal to or more than 150.00 Lakhs)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Financial Turnover (40 marks)</td>
<td>Average turnover for the last three financial years. (Furnish copy of IT Return and CA certificate)</td>
<td></td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>As per Form Tech. 4</td>
<td>Average turnover for the last three financial years of the Bidder is more than 25.00 Cr.</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Average turnover for the last three financial years of the Bidder is from 10.00 Cr to 25.00 Cr.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Average turnover for the last three financial years of the Bidder is up to 10.00 Cr.</td>
<td>20</td>
<td></td>
</tr>
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Section 3 –Part -II Special Condition of Contract (SCC)
# SECTION 4

**BILL OF QUANTITY**

**ABSTRACT OF ESTIMATE FOR DEVELOPMENT OF VAN VIHAR ENTRANCE GATE NO. 1 AT BHOPAL(M.P.) FOR M.P. ECOTOURISM BOARD**

<table>
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<tr>
<th>No.</th>
<th>S.O.R/S.No./Page No./Chapter</th>
<th>PARTICULARS OF ITEM</th>
<th>Total</th>
<th>UNIT</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>PWD S.O.R/12/2.1/</td>
<td>Surface dressing of the ground including removing vegetation and in-qualities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m in all kinds of soil.</td>
<td>4.04</td>
<td>sqm</td>
<td>803.00</td>
<td>3244.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All kinds of soil.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>PWD S.O.R/13/2.6/</td>
<td>Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be leveled and neatly dressed. (No Extra lift is payable if work is done with mechanical means) All kinds of soil</td>
<td>642.57</td>
<td>Cum</td>
<td>129.00</td>
<td>82891.53</td>
</tr>
<tr>
<td>3</td>
<td>PWD S.O.R/13/2.7/</td>
<td>Earth work in excavation/ by mechanical means (Hydraulic Excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 sqm on plan) including dressing of sides and ramming of bottom disposal of excavated earth, lead up to 50 m and lift up to 1.5 m, disposed earth to be levelled and neatly dressed. (No Extra lift is payable if work is done with mechanical means) All kinds of soil</td>
<td>266.98</td>
<td>Cum</td>
<td>828.00</td>
<td>221059.44</td>
</tr>
</tbody>
</table>
| 4   | PWD S.O.R/17/2.21/           | Open timbering over areas  
Open timbering over areas including strutting, shoring etc. complete.  
(Measurements to be taken of the face area timbered): |       |      |      |        |
|     |                              | Depth exceeding 1.5 m but not exceeding 3 m. | 258.00 | Sqm | 35.00 | 9030.00 |
| 5   | PWD S.O.R/18/2.23/           | Extra for under water and foul position  
Extra rates for quantities of works, executed: |       |      |      |        |
|     |                              | Under water  
In or under water and/or liquid mud, | 258.00 | Sqm | 35.00 | 9030.00 |
<table>
<thead>
<tr>
<th>No.</th>
<th>S.O.R./S.No./Page No./Chapter</th>
<th>PARTICULARS OF ITEM</th>
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<th>UNIT</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
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<tr>
<td>6</td>
<td>PWD S.O.R./18/2.24</td>
<td>Filling from available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layer not exceeding 20 cm. in depth, consolidating each deposited layer by ramming and watering, with a lead upto 50 m. and lift unto 1.5m.</td>
<td>1610.27</td>
<td>Cum</td>
<td>72.00</td>
<td>115939.44</td>
</tr>
<tr>
<td>7</td>
<td>PWD S.O.R./38/4.1</td>
<td>Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: With 40mm nominal size graded stone aggregate.</td>
<td>116.74</td>
<td>Cum</td>
<td>3808.00</td>
<td>444545.92</td>
</tr>
<tr>
<td>8</td>
<td>PWD S.O.R./75/5.1.1</td>
<td>Providing and laying in position specified grade of reinforced cement concrete (with 20mm nominal size graded stone aggregate) excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level: 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size).</td>
<td>122.63</td>
<td>Cum</td>
<td>6153.00</td>
<td>754542.39</td>
</tr>
<tr>
<td>9</td>
<td>PWD S.O.R./79/5.16</td>
<td>Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire all wastages and overlaps, couplers (overlaps shall be provided as per requirement of IS 13920 for ductile detailing IS 456 RCC Design &amp; SP 34 Reinforcement detailing etc. complete). Thermo-Mechanically Treated bars. (TMT/TMX) FE 500 or more conforming to IS 1786.</td>
<td>12527.10</td>
<td>kg</td>
<td>80.00</td>
<td>1002168.00</td>
</tr>
<tr>
<td>10</td>
<td>PWD S.O.R./76/5.9</td>
<td>Centring and shuttering including strutting, propping etc. and removal of form work for: Foundations, Footings, Bases of Columns, etc. for concrete up to plinth level. Walls (any thickness) including attached pilastes butterresses, plinth beams and string course etc. upto plinth level.</td>
<td>333.26</td>
<td>sqm</td>
<td>190.60</td>
<td>63519.36</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>sqm</td>
<td>219.00</td>
<td>0.00</td>
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<td>-----------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>5.9.6</td>
<td></td>
<td>Columns, Pillars, Piers, Abutments, Posts and Struts.</td>
<td>606.80</td>
<td>Sqm</td>
<td>471.20</td>
<td>285924.16</td>
</tr>
<tr>
<td>11</td>
<td>PWD S.O.R/75/5.20</td>
<td>Reinforcement cement concrete work (with 20 mm nominal size graded stone aggregate) in walls (any thickness) including attached pilla...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2.1</td>
<td></td>
<td>M20-Grade of concrete</td>
<td>432.48</td>
<td>Cum</td>
<td>6231.00</td>
<td>2694782.88</td>
</tr>
<tr>
<td>12</td>
<td>PWD S.O.R/79/5.16</td>
<td>Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire all wastages and overlaps, couplers (overlaps shall be provided as per requirement of IS 13920 for ductile detailing IS 456 RCC Design &amp; SP 34 Reinforcement detailing ) etc. complete.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.16.6</td>
<td></td>
<td>Thermo-Mechanically Treated bars. (TMT/TMX) FE 500 or more conforming to IS 1786.</td>
<td>53579.15</td>
<td>kg</td>
<td>80.00</td>
<td>4286332.00</td>
</tr>
<tr>
<td>13</td>
<td>PWD S.O.R/76/5.9/5.0</td>
<td>Centring and shuttering including strutting, propping etc. and removal of form work for:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.9.1</td>
<td></td>
<td>Foundations, Footings, Bases of Columns, etc. for concrete up to plinth level.</td>
<td>305.23</td>
<td>sqm</td>
<td>190.60</td>
<td>58176.84</td>
</tr>
<tr>
<td>5.9.2</td>
<td></td>
<td>Walls (any thickness) including attached pilasters butteresses, plinth beams and string course etc. up to plinth level.</td>
<td>0.00</td>
<td>sqm</td>
<td>219.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5.9.6</td>
<td></td>
<td>Columns, Pillars, Piers, Abutments, Posts and Struts.</td>
<td>0.00</td>
<td>Sqm</td>
<td>471.20</td>
<td>0.00</td>
</tr>
<tr>
<td>5.9.7</td>
<td></td>
<td>Columns, Pillars, Piers, Abutments, Posts and Struts.</td>
<td>0.00</td>
<td>Sqm</td>
<td>435.70</td>
<td>0.00</td>
</tr>
<tr>
<td>14</td>
<td>6/109/6.1</td>
<td>Brick work with Well bunrt chimney bricks in bulls petent trench kiln manufacture ghol process, crushing strength not less than 40 kg/cm² &amp; water absorption not more than 15% in foundation &amp; up to plinth up to i/c curring e.t.c complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.2</td>
<td></td>
<td>Cement mortar 1:6 (1 cement : 6 sand)</td>
<td>6.60</td>
<td>Cum</td>
<td>5626.00</td>
<td>37131.60</td>
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<td>No.</td>
<td>S.O.R./S.No./Page No./Chapter</td>
<td>PARTICULARS OF ITEM</td>
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<td>UNIT</td>
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<tr>
<td>15</td>
<td>PWD S.O.R./109/6.7</td>
<td>Brick work with fly ash lime bricks (FALG Bricks) conforming to IS:12894-2002, in super structure above plinth level up to floor II level in:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Item No. 6.7.1.2</td>
<td>Cement mortar 1:6 (1 cement : 6 sand)</td>
<td>8.72</td>
<td>Cum</td>
<td>5162.00</td>
<td>45012.64</td>
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<td>16</td>
<td>D S.O.R/407/13</td>
<td>12mm cement plaster of mix:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>W</td>
<td>Item No. 13.1</td>
<td>1:4 (1 cement : 4 sand)</td>
<td>182.00</td>
<td>sqm</td>
<td>173.00</td>
<td>31486.00</td>
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<tr>
<td>17</td>
<td>D S.O.R./407/13</td>
<td>20mm cement plaster of mix:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>W</td>
<td>Item No. 13.3</td>
<td>1:4 (1 cement: 4 sand)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>PWD S.O.R./289/10.1.4</td>
<td>Steel work in built up M.S. tubular section (round, square or rectangular hollow tubes etc.) trusses/frame work etc. including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1699.45</td>
<td>Kgs</td>
<td>123.00</td>
<td>209032.35</td>
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<tr>
<td>19</td>
<td>PWD S.O.R./284/10.2</td>
<td>Structural steel work using M.S. flats, angles, channels I-section, H-section etc. riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>492.80</td>
<td>Kgs</td>
<td>69.00</td>
<td>34003.20</td>
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<tr>
<td>20</td>
<td>PWD S.O.R./284/10.0/10.1</td>
<td>Structural Steel Work in section fixed with or without connecting plate including cutting hoisting fixing in position and applying a priming coat of approved steel primer all complete.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2100.00</td>
<td>Kg</td>
<td>71.00</td>
<td>149100.00</td>
</tr>
<tr>
<td>21</td>
<td>PWD S.O.R./416/13.54</td>
<td>Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Item No.13.54.2</td>
<td>Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/10 sqm of approved brand or manufacture.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>190.00</td>
<td>sqm</td>
<td>71.00</td>
<td>13490.00</td>
</tr>
<tr>
<td>22</td>
<td>PWD S.O.R./415/13.51</td>
<td>Finishing walls by only mechanical or manual means with textured exterior paint of required shade:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>Sqm</td>
<td>132.00</td>
<td>7920.00</td>
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<td>S.O.R./S.No./Page No./Chapter</td>
<td>PARTICULARS OF ITEM</td>
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<tr>
<td>23</td>
<td>PWD S.O.R/707/28.1</td>
<td>Trenching in ordinary soil up to a depth of 60cm including removal and stacking of serviceable materials and then disposing of surplus soil, by spreading and neatly leveling within a lead of 50m and making up the trenched area to proper levels by filling with earth or earth mixed with sludge or/and manure before and after flooding trench with water (excluding cost of imported earth, sludge or manure).</td>
<td>90.00</td>
<td>Cum</td>
<td>186.00</td>
<td>16740.00</td>
</tr>
<tr>
<td>24</td>
<td>PWD S.O.R/707/28.4</td>
<td>Supplying and stacking at site dump manure from approved source, including carriage up to 1 km (manure measured in stacks will be reduced by 8% for payment)</td>
<td>36.00</td>
<td>Cum</td>
<td>734.00</td>
<td>26424.00</td>
</tr>
<tr>
<td>25</td>
<td>PWD S.O.R/707/28.7</td>
<td>Fine dressing the ground</td>
<td>7.50</td>
<td>100Sqm</td>
<td>113.00</td>
<td>847.50</td>
</tr>
<tr>
<td>26</td>
<td>PWD S.O.R/714/28.23</td>
<td>Preparation of mounds of various size and shape by available excavated /supplied earth in layers not exceeding 20 cm in depth, breaking clods, watering of Each layer, dressing etc. upto 50 metre lead and lift upto 1.5 m complete as per direction of Engineer-in-Charge.</td>
<td>120.00</td>
<td>Cum</td>
<td>138.00</td>
<td>16560.00</td>
</tr>
<tr>
<td>27</td>
<td>PWD S.O.R/707/28.8</td>
<td>Spreading of sludge, dump manure or/and good earth in required thickness (Cost of sludge, dump manure or/ and good earth to be paid separately).</td>
<td>36.00</td>
<td>Cum</td>
<td>16.00</td>
<td>576.00</td>
</tr>
<tr>
<td>28</td>
<td>PWD S.O.R/707/28.9</td>
<td>Mixing earth and sludge or manure in proportion specified or directed.</td>
<td>36.00</td>
<td>Cum</td>
<td>11.00</td>
<td>396.00</td>
</tr>
<tr>
<td>29</td>
<td>PWD S.O.R/708/28.10</td>
<td>Grassing with 'Doob' grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for mowing including supplying good earth if needed (the good earth shall be paid for separately).</td>
<td>2.50</td>
<td>100Sqm</td>
<td>3601.00</td>
<td>9002.50</td>
</tr>
<tr>
<td>28.10.3</td>
<td></td>
<td>In rows 5 cm apart in either direction.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>PWD S.O.R/709/28.13</td>
<td>Preparation of beds for hedging and shrubbery by excavating 60cm</td>
<td>57.60</td>
<td>Cum</td>
<td>67.00</td>
<td>3859.20</td>
</tr>
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</tr>
<tr>
<td>31</td>
<td>PWD/532-18.7</td>
<td>Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot and cold water supply including all CPVC plain and brass threaded fittings i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes and fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20 mm nominal outer dia. Pipes.</td>
<td>50.00</td>
<td>Rm</td>
<td>141.00</td>
<td>7050.00</td>
</tr>
<tr>
<td>32</td>
<td>PWD/541-18.31</td>
<td>Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>15 mm nominal bore</td>
<td>8.00</td>
<td>Each</td>
<td>458.00</td>
<td>3664.00</td>
</tr>
<tr>
<td>33</td>
<td>PWD/540-18.28</td>
<td>Providing and placing on terrace high design HDPE (polyethylene) water storage tank ISI:12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.</td>
<td>2000.00</td>
<td>Ltr.</td>
<td>7.00</td>
<td>14000.00</td>
</tr>
<tr>
<td>34</td>
<td>PWD S.O.R/461/15.8.1</td>
<td>Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of</td>
<td>22.44</td>
<td>Cum</td>
<td>275.00</td>
<td>6171.00</td>
</tr>
<tr>
<td>No.</td>
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<tr>
<td>35</td>
<td>PWD S.O.R/460/15.3</td>
<td>Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.</td>
<td>3.33</td>
<td>Cum</td>
<td>844.00</td>
<td>2810.52</td>
</tr>
<tr>
<td>36</td>
<td>11/325/11.36</td>
<td>Kota stone slab flooring over 20mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1:4 (1 cement: 4 sand):</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>25mm thick</td>
<td>180.00</td>
<td>sqm</td>
<td>1029.00</td>
<td>185220.00</td>
</tr>
<tr>
<td>37</td>
<td>PWD S.O.R/326/11.39</td>
<td>Kota stone 40 mm chiseled dressed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kota stone slab (area less than 0.5 sqm) rough chiseled dressed average 40 mm thick flooring for parking and open area of thickness over 20 mm (average) thick base laid over and jointed with grey cement slurry complete with base of cement mortar 1:4 (1 Cement : 4 Sand)</td>
<td>1018.00</td>
<td>SqM</td>
<td>723.00</td>
<td>736014.00</td>
</tr>
<tr>
<td>38</td>
<td>2/19/2.27</td>
<td>Supplying and filling in plinth under floors including watering ramming consolidating in layers not exceeding 20cm in depth and dressing complete.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Hard muram hard copra</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>With hard muram having CBR &gt;12 % at under floors including watering, ramming and compacting (minimum compaction 95% of MDD) in layers not exceeding 20cm in thickness and dressing complete. (Note:- maximum thickness of this layer to be provided shall be 30cm)</td>
<td>54.00</td>
<td>Cum</td>
<td>300.00</td>
<td>16200.00</td>
</tr>
<tr>
<td>39</td>
<td>13/415/13.52</td>
<td>Finishing walls by any mechanical or manual means with Acrylic Smooth exterior paint (Economy Exterior) of required shade including all scaffolding. New work (Two or more coat applied @1.67ltr/10sqm over and including one coat undiluted exterior waterproofing coating @2.39 litre/10 sqm with crack</td>
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<tr>
<td>40</td>
<td>10/283/10.14</td>
<td>Steel Work in built up tubular (round, square of rectangular hollow tubes etc) trusses/ frame work etc. including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special sheped washers etc. complete.</td>
<td>54.00</td>
<td>Sqm</td>
<td>138.00</td>
<td>7452.00</td>
</tr>
<tr>
<td>10.14.2</td>
<td>Hot finished seamless tubes</td>
<td>4500.00</td>
<td>Kg</td>
<td>123.00</td>
<td>553500.00</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>12/350/12.15</td>
<td>Providing and fixing precoated iron profile sheet (size shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm + 0.05% total coated thickness with zinc coating 120 gsm as per IS: 277 in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. sheet should have protection guard film of 25 microns minimum to avoid scratches while transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling/ self tapping screws of sizes (5.5x55mm) with EPDM seal, complete upto an pitch in horizontal/ Vertical or curved surface excluding the cost of purlin, rafter trusses and including cutting to size and shape wherever required.</td>
<td>180.00</td>
<td>Sqm</td>
<td>652.00</td>
<td>117360.00</td>
</tr>
<tr>
<td>42</td>
<td>12/351/12.16</td>
<td>Providing and fixing precoated galvanised steel sheet roofing acesessories 0.50 mm + 0.05% total coated thickness, Zinc coating 120 gsm as per IS: 277 in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.16.6</td>
<td>Gutter (600 mm over all girth)</td>
<td>60.00</td>
<td>Rm</td>
<td>781.00</td>
<td>46860.00</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>13.54.2</td>
<td>Deluxe multi surface paint</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Finishing walls by any mechanical or</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>manual means with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications : Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/ 10 sqm of approved brand or manufacture.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>180.00</td>
<td>Sqm</td>
<td>71.00</td>
<td>12780.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SCHEDULE A TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>12425638.58</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SCHEDULE- B NON S.O.R. ITEMS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Non S.O.R</td>
<td>Development of Selfie Sign Board with fixing Letters &quot;VAN VIHAR&quot; in acrylic on metallic frame as per details with 750mm height letters with provision of lights with necessary transformers and drivers.</td>
<td>1.00</td>
<td>No.</td>
<td>250000.00</td>
<td>250000.00</td>
</tr>
<tr>
<td>2</td>
<td>Non S.O.R</td>
<td>Providing Ferro Concrete work for preparation of Rock texture on the front using special Polymer Cement mortar on metal and fibre cloth mesh to give form of rocks.</td>
<td>598.97</td>
<td>Sqm</td>
<td>5950.00</td>
<td>3563871.50</td>
</tr>
<tr>
<td>3</td>
<td>NON SOR</td>
<td>Procuring and Dumping of picked up boulders of size 0.06 to 0.08 cum. And weight upto 50 kgs of good uniform sizes including transportation and placing near the water body.</td>
<td>432.00</td>
<td>Cum</td>
<td>1156.00</td>
<td>499392.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SCHEDULE B TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>4313263.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>GRAND TOTAL (A+B)</strong></td>
<td></td>
<td></td>
<td></td>
<td>16738902.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Say</td>
<td></td>
<td></td>
<td></td>
<td>Rs. 167.39 Lakh</td>
</tr>
</tbody>
</table>
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 ______________ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. ______________

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
   i. Letter of Acceptance
   ii. Contractor's Bid
   iii. Condition of Contract: General and Special
   iv. Contract Data
   v. Bid Data
   vi. Drawings
   vii. Bill of Quantities and
   viii. Any other documents listed in the Contract Data as forming part of the Contract.

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

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

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

Binding Signature of Employer

Binding Signature of Contractor

_________________________
Special Conditions for Building Works in PWD, PIU

(issued vide Govt. of MP PWD letter no Bhopal, Dated 10-12-2015)

Following Special Conditions shall supersede or amend relevant clauses of "Appendix 2.10 (Works Department Manual 1983) Tender Document" issued vide Govt. Order No F 53/16/2012/19/वी dated 01-01-2014

1. Prequalification Conditions

(i) **Section -2, Annexure - C, Pre Qualification, A Financial**

"3 financial years" to be read as "5 years."

(ii) **Section -2, Annexure "I"**

(1)

(Format I-1):

(a) Financial requirement of having completed "one similar work of aggregate cost not less than the amount equal to 50% of the Probable Amount of Contract (PAC) in any one financial year" is clarified as "one similar work costing not less than the amount equal to 50% of the probable amount of contract"

(b) In case of (PAC) more than Rs. 100 (One Hundred) crore, requirement of "completed work" revised to "executed work" by inserting a note as given below the format.

(c) Period of financial requirement revised from "3 financial years" to "5 years".

(d) Similar work redefined to include infrastructure after third call.

(e) Employer for work in government sector redefined as "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) Ten percent yearly weightage assigned to values of work to bring the same at present price level.

(g) Bidder's company name style clarified.
Special Conditions for Building Works in PWD, PIU

(b) Work done/work executed in govt. sector clarified by inserting note below the format.

(i) Provision for seeking clarification/supplementary information (without allowing additional documents) on experience/turn over/bid capacity document included.

(2)

(Format I-2):

(a) Clarification inserted for cases when audited balance sheet of immediate preceding year is not available.

(b) Clarification for counting number of years of contract period inserted below bid capacity formula.

(3)

(Format I-3):

(a) Minimum requirement of technical personnel prescribed.

(b) Note inserted below the table to clarify that minimum requirement is part of technical bid and not part of prequalification criteria but the same is mandatory requirement.

(4)

(Format I-4):

(a) Minimum requirement of quality control equipment prescribed.

(b) Note inserted below the table to clarify that minimum requirement is part of technical bid and not part of prequalification criteria but the same is mandatory requirement.

(5)

(Format I-5):

(a) Minimum requirement of construction equipment/Machines prescribed.

(b) Note inserted below the table to clarify that minimum requirement is part of technical bid and not prequalification criteria but the same is requirement for completing the work in time.

Annexure – I (Format I-1), (Format I-2), (Format I-3), (Format I-4) & (Format I-5) with amendments and new notes as above are appended as Enclosure-I with this Special Condition & these new formats shall supersede formats used before date of issue of these conditions.
Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

2. Addendum I (Enclosure-2) to bid document issued by Govt. of MP vide letter no. F/33/16/2012/19/P/1317 Bhopal, dated 28-02-2015 related to ITB clause 22.2 for period of additional performance guarantee and GCC clause 29 for period of security deposit and GCC clause 30.3 for refund of performance guarantee and additional performance guarantee is made applicable for this bid document. The relevant clauses of the bid document shall stand superseded by these special conditions. It is also clarified that security deposit can only be refunded after end of P.G. period (Defect Liability Period) only when the Additional Project Director or Joint Project Director has inspected the work and has recommended for refund of security deposit with speaking order.

3. Amendment to annexure-G –Joint Venture (Clause-4 of Section 2 ITB) issued vide Govt. of M.P. order no. F 33/16/2012/19/P/2636, Bhopal, dated 19/05/2015 (Enclosure-3) related to additional conditions for qualification of JV partners is also made applicable for this bid document.

4. Amendment to the bid document related to GCC clause 28 related to payment upon termination and penalty issued by Govt. of M.P. letter no. F/33/16/2012/19/P/16842, Bhopal, dated 02-11-2015 (Enclosure-4) is made applicable for this bid document. The relevant clause of the bid document shall stand superseded by these Special Conditions.

5. SOR applicable for building works shall be the SOR for building works (Civil and E/M both) issued on 01-08-2014 by the Project Director, PWD, PIU with amendments upto the date of issue of N.I.T. However amendments of SOR between date of NIT and date of submission of bid shall also be applicable, if the same has been issued as amendment to the NIT. In case of any discrepancy between items rate shown in BOQ and in SOR, later will prevail.

6. The prequalification (PQ) limit (NIT clause-5) for building work shall be Rs 100.00 (one hundred) lacs. The prequalification (PQ) limit mentioned elsewhere in the bid document (Bid Data Sheet issued vide govt. of M.P., PWD letter no. 53/16/2012/19/P/526 dated 06/02/2014) shall stand superseded with this special condition.

7. Performance guarantee (PG) period (Defects Liability Period) for building shall be five years for which this Special Conditions will supersede provision
Special Conditions for Building Works in PWD, PIU

Dated 10-12-2015

of Defect Liability Period of two years as per contract data issued vide govt. of M.P., PWD letter no. 53/16/2012/19/P/526 dated 06/02/2014. Defect liability period shall start only after completion of work. The date of completion of 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 element. 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 this) 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/see page. White wash/colour wash & painting work done at the end of defect liability period in accordance to this condition shall be recorded in the 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 Additional Project Director/Joint Project Director at the time of release of security deposit after end of performance guarantee (PG) period (Defects Liability Period). Security Deposit shall not be refunded without compliance of this clause of special condition.

8. Building shall periodically be inspected jointly by the contractor and engineer in charge or their authorized 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 authorized representative describing defects noticed. Defects of emergent nature such as leakage/see page, breakage of waste/toilet pipe, water supply/drainage pipes shall be repaired/rectified by the contractor within three days and other defects shall also 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.


Special Conditions 10-12-2015

Secretary
P.W.D.
Special Conditions for Building Works in PWD, PIU

10. Reference of Designation Executive Engineer, Superintending Engineer, Chief Engineer and Engineering in Chief in the bid document shall be read as Divisional Project Engineer, Joint Project Director, Additional Project Director & Project Director of PWD, PIU.

11. Bids shall be opened in order of their listing in NIT. In case of bidder’s participation in multiple tenders listed in one N.I.T., his bid capacity shall be considered exhausted, if found L.I., in the order of tenders opened. Soon after bid capacity of a bidder has exhausted, his next bid shall not be opened.

12. In case similar rates are received from two or more bidders, closed cover offer shall be invited from such bidders to finalize the bid. Only lower rates shall be accepted.
Special Conditions for Building Works in PWD, PIU

Enclosure 1 (Total Page 7)

to Special Condition 10-12-2015

(Associate – I (Format I-1), (Format I-2), (Format I-3), (Format I-4) & (Format I-5))

Annexure - I (Format: I-1)

(See clause 14 of Section 2 -ITB).

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Qualification:

The bidder should have completed either of the below:

1. three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last (preceding) 5 years; or
2. two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last (preceding) 5 years; or
3. one similar work costing not less than the amount equal to 50% of the probable amount of contract during the last (preceding) 5 years;

TABLE – 1, TABLE-2 & TABLE-3 as below to be filled in by the contractor:

Similar Works: Details of successfully completed similar works in last (preceding) five years:

<table>
<thead>
<tr>
<th>Agreement No. &amp; Year</th>
<th>Name of Work</th>
<th>Date of Work Order</th>
<th>Date of Completion</th>
<th>Amount of Contract</th>
<th>Amount of Completion</th>
<th>Employer’s Name &amp; Address</th>
<th>Enc. Number</th>
<th>Total Pages</th>
</tr>
</thead>
</table>

TABLE-1 (Similar Works to be filled by bidder)
Special Conditions for Building Works in PWD, PIU

Existing Commitments (Value of 'C' for Bid Capacity Formula):

<table>
<thead>
<tr>
<th>Agreement No. &amp; Year</th>
<th>Name of Work</th>
<th>Date of Work Order</th>
<th>Stipulated Date of Completion</th>
<th>Amount of Contract</th>
<th>Amount of Balance Work</th>
<th>Employer's Name &amp; Address</th>
<th>Encl. Number</th>
<th>Total Pages</th>
</tr>
</thead>
</table>

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 word 'completed' shall be read as 'executed', which means payment received in the contract.
Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

B. Physical Qualification, Prescribed, if any:

Execution of similar items of work in any one year during the last (preceding) 5 years should not be less than the minimum physical requirement prescribed if any, fixed for the work.

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Actual Quantity Executed (To be filled in by the bidder)</th>
<th>Year-1</th>
<th>Year-2</th>
<th>Year-3</th>
<th>Year-4</th>
<th>Year-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical qualification required</td>
<td></td>
<td>Yes/No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.g. Earthwork in quantity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.g. Concrete work in quantity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enclosure Number</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total Pages</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note (for Table 3):

d) 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 five year (10% weight age 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/any State Govt. undertaking 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 off date for counting last 5 years shall be date of issue of NIT.

Special Conditions 10-12-2015

Secretary

P.W.D.
Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Annexure - I (Format: 1.2)
(See clause 14 of Section I of (WR))

ANNUAL TURN OVER

(C) Requirement:
Average annual turnover on the construction of civil Engineering works during proceeding 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>
<thead>
<tr>
<th>Preceding Financial year No.</th>
<th>Financial year</th>
<th>Payments received for contracts of civil engineering works in progress or completed</th>
<th>Enclosure Number</th>
<th>Total Pages of documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
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<td></td>
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<tr>
<td>4</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Turnover of five years = 
Average Annual Turnover =
Maximum Annual Turnover 'A' =

Note:
(a) Annual turnover on construction works should be certified by the Chartered Accountant.
(b) Audited balance sheet including all related notes, and income statements for the above financial years to be enclosed.
(c) Above table is also to be used for arriving at value of maximum annual turnover 'A'.
(d) Value of 'A' to be used in bid capacity formula.
(e) 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

Bid Capacity = (1.5 x A x B) - C

Where
A = Maximum value of all civil engineering work executed in "any one financial year" during the last 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)

Special Conditions 10-12-2015

Secretary
PWD.
Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Enclosure 2 (Total Page 1) to Special Condition 10-12-2015
Amendment dated 28-02-2015 to Period of Guarantees

Addendum-1

Replace Sub-Clause 10.3-4 of clause 22 Security deposits with the following:

3. The Security Deposits shall be refunded on completion of defect liability period. The additional performance security shall be refunded on satisfactory completion of the work

(S.K. Kulkarni)
Deputy Secretary
Government of M.P.
Public Works Department

Special Conditions 10-12-2015

Secretary
P.W.D.
Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

Enclosure 3 (Total Page 2)
to Special Condition 10-12-2015.
Amendment dated 19-05-2015 to JV Partner Qualification

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Out of 2 similar works of value more than 30% of PAC, at least 1 (One) work must be done by lead partner and 1 (One) work to be done by other partner.

In case of work works of value more than 50% of PAC, the lead partner must submit the entire work. However, the other partner must submit for evaluation in 3 (three) months, at least one work of 25% of PAC.

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Special Conditions for Building Works in PWD, PIU

Enclosure 4 (Total Page 2)
to Special Condition 10-12-2015
Amendment dated 02-11-2015 to Penalty clause

28. If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for the value of the work accepted on final account, less advance payments and penalty, as indicated in the Contract Data. The amount so certified or shall be determined by the Employer's Accountant and shall be final and binding on both the parties.

Contract Data

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Date</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penalty</td>
<td></td>
<td>Penalty shall include</td>
</tr>
</tbody>
</table>
|             |      | (a) Security deposit as per clause 39 of General Conditions of Contract and
|             |      | (b) Liquidated damages imposed as per clause 35 of Performance Security (無論完成), including
|             |      | Additional Performance Security (反之亦然), if any, as per clause 39 of General Conditions of
|             |      | Penalty shall include |
|             |      | (a) Security deposit as per clause 39 of General Conditions of Contract and the penalties to
|             |      | apply for the value of work if not completed, representing the Employer's realistic cost for
|             |      | completing the works shall be
|             |      | 30 percent.
|             |      | (b) Liquidated damages imposed |

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### Special Conditions for Building Works in PWD, PIU

| Contract, whichever is higher. | as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher. |

**सहपत्र—गुप्ता**

माफ़ी, शासन लोक विनिमय विभाग

प्रवाहितोऽिर—

1. अपर मुख्य सचिव, माफ़ी, शासन प्रशासन एवं प्रामाण्य विकास विभाग भोपाल।
2. अपर मुख्य सचिव, माफ़ी, शासन विकास विभाग।
3. अपर मुख्य सचिव, माफ़ी, शासन नजर संस्थापन विभाग, भोपाल।
4. नागालंकार व्यावहारिक/भोपाल (भाग्यदेसी)।
5. प्रमुख व्यावहारिक माफ़ी, शासन, प्रान्तीय/राज्यीय विकास विभाग, भोपाल।
6. मुख्य सचिव, माफ़ी, शासन कल्याण एवं सुरक्षा विभाग, भोपाल।
7. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग, भोपाल।
8. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।
9. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।
10. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग, भोपाल।
11. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।
12. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।
13. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।
14. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।
15. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।
16. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।
17. प्रमुख सचिव, माफ़ी, शासन, नवीनतम विकास विभाग।

**सहपत्र—गुप्ता**

माफ़ी शासन लोक विनिमय विभाग

**Secretary**

P.W.D.
Special Conditions for Building Works in PWD, PIU

Enclosure 5 (Total Page 10)
to Special Condition 10-12-2015

Minimum Health and 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 & Conditions of Service) Act", 1966 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 & 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 methods to implement the Safety Policy / Rules, Risk assessment and ensuring safety at work areas, Safety audits, inspections 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 format of Safety plan as annexed at Annexure-4.

v) The Contractors shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Employer or to others, working at the site.

vi) All equipments used in construction and erection by the contractor shall meet BIS / International Standards and where such standards to not exist, the Contractor shall ensure those to be absolutely safe. All equipments shall be strictly operated and maintained by the contractor 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 Equipments 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.
Special Conditions for Building Works in PWD, PIU

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 obstruction 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 hazards. The contractor shall provide boat or launch equipped with sufficient number 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 8 mm diameter wire rope with twin 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 suitable fall arresting system (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 thereto into the Site area is forbidden by OWNER / MPPIWD, the Contractor shall use alternative methods with the approval of the OWNER / MPPIWD without any cost implication to the OWNER / MPPIWD to extension of work schedule.

Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be 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 statutory authorities, the Contractor shall be responsible for obtaining the same.

Special Conditions 10-12-2015

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P.W.D.
Special Conditions for Building Works in PWD, PIU

The contractor shall provide suitable personal 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 in 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, machines or live electrical circuits which may cause electrical hazards during the construction work. 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 a half metre 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 worker 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 Vehicles Act, 1988.
Special Conditions for Building Works in PWD, PIU

Dated 10-12-2015

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 and 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 equipment.

i) 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 detaching the sockets to which the appliances may be connected

ii) The Engineer will not grant permission to connect until he is satisfied that

a) The appliance is in good condition and is fitted with suitable plug, having earth connection with the body.

b) Wherever armoured / metallic sheathed multi core cable is used, the same should be connected to earth.

iii) 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.

iv) 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.

Special Conditions 10-12-2015

Secretary

P.W.D.
Special Conditions for Building Works in PWD, PIU

Safety Organisation

i) 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 equipment and workmen, who will coordinate with the OWNER / MPPWD Safety Officer. Further requirement of safety officers, if any, shall be guided by Rule 203 of The Building and Other Construction Workers (Regulation 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 employees / workmen for the above purpose.

In case of contractor deploying less than 250 workmen he should designate one of his engineers/ind 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 organisation 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.

ii) 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 or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same 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

i) 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, and / 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.
Special Conditions for Building Works in PWD, PIU

ii) The Contractor shall not be entitled for any damages / compensation for stoppage of work. (Sub-Clause 7.17.00 (ii) 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 extinguishers shall be properly maintained as per relevant BIS Standards. The employees shall be trained to operate the first extinguishers / equipment.

Penalties

i) If the Contractor fails in providing 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 shall be penalised at the rate of Rs. 25,000/- 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 this own employees or employees of other contractors, or Owner's / 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 accident causing 25% or more permanent disablement to workmen or employees
   Penalty @ 2.5% of contract value or Rs. 1,00,000/- per person whichever is less.

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.
Dated 10-12-2015

Special Conditions for Building Works in PWD, PIU

(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 sent out of the workplace immediately and shall not 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 complied with keeping adequate PPEs in stock
2. defaulted in providing PPEs to his workmen
3. not followed statutory requirements / OWNER / MP PWD safety rules.
4. been issued warning notice/s by OWNER / MP PWD 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 / MP PWD for two years from the date of last accident.

The safety performance will also be one of the overiding criteria for evaluation of overall performance of the contractors by OWNER / MPPWD. The contractor shall submit the accident data including fatal / non-fatal accidents for the last 3 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 given by the contractor found incorrect, his contract will be liable to the terminated.

Award

If the contractor's 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.
(IS : 3764) Excavation work – code of safety.
IS : 4081 Safety code for blasting and related drilling operations.
IS : 4130 Demolition of buildings – code of safety.
IS : 5121 Safety code for piling and other deep foundations.

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Special Conditions for Building Works in PWD, PIU

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
Special Conditions for Building Works in PWD, PIU
Annexure – 1
(to enclosure 5)

Safety Plan

01. Safety Policy of the Contractor to be enclosed

02. When was the Safety Policy last reviewed.

03. Details of implementation procedure / methods to implement Safety Policy / Safety Rules.

04. Review of Accidents Analysis Method, Methods to ensure Safety and Health.

05. Unit executive responsible to ensure Safety at various levels in work area.

06. List of employees trained in safety employed before execution of the job. Give the details of training.

07. Safety Training Targets, Schedules, methods Adopted to provide safety training to all employees.

08. Details of checklist for different jobs / work and responsible person to ensure compliance (copy of checklist to be enclosed).

09. Regular Safety Inspection Methods and Periodicity and list of members to be enclosed.


11. Provision for treatment of injured persons at work site.


14. Issue of PPEs to employees, Periodicity / stock on hand etc.
SPECIAL CONDITIONS FOR WORK

1- The items and rates given by the contractor/bidder for finished items of work covering all materials, required labour, wastage, temporary work, tools, plants, overhead charges, lead and lifts, transportation, cleaning of obstacles if any, required to complete the work unless otherwise specified.

2- The Tender form will be issued to the contractors having “A” class electrical contractor’s valid license from M.P. Electrical Licensing Board, Govt. of M.P., and registered in appropriate category of M.P. Departments as per N.I.T. conditions, unless otherwise specified.

3- The layout plan for External electrification shall be got approved from concerning MP MKVVC Ltd & MP ECOTOURISM DEV. BOARD Authorities.

4- All materials will be confirming to relevant IS specifications wherever they exist.

5- All materials, fitting appliances etc. used in installation work shall be as per approved list of Deptt.

6- The contractor will be responsible for submitting the guarantee certificates for a period of 24 months from the date of charging and handing over of installation to the MPMKV Co. Ltd for Transformer, Circuit breaker and other equipment and accessories.

7- The contractor shall submit the bill of purchase of materials, Test Certificate etc. and Excise gate passes (wherever required) before making payment.

8- The contractor shall be responsible for arranging inspections of authorities of Electricity Board (MPMKV Co. Ltd), Electrical Licensing Board and other local bodies, getting Approval & supervision of installation from them.

9- Contractor is fully responsible for Submit the required documents & fee to MP Electrical Licensing Board for Receiving of charging certificate of Transformer & Lines etc& Submit to MPMKV Co. Ltd. for charging of Transformer & Lines.

10- The contractor will be responsible for handing over of full Installation (x-mar/Lines etc) to MPMKV Co. LTD& Handing over submit to MP ECO TOURISM DEV BOARD No final payment will be made till the same received.

11- The contractor will be responsible for taking shutdown required from MPMKV Co. LTD for execution of work and commissioning of work at his own risk & cost.

12- The rate quoted shall be deemed to be inclusive of all taxes, duties including service tax if any.

13- Income Tax, Commercial Tax, VAT, Labour Welfare etc. shall be deducted from the bill of contractors as per rules.

14- The contractor shall make his own arrangements of water supply, site office, store and electricity at site for execution of work.

15- The contractor will be responsible to send & deposit Old dismantled material of Line etc to nearer MPMKV Co. Ltd area store & get receipt on his own cast. & submit the material submission receipt to MP ECO TOURISM DEV BOARD Authority.
16- No any other charges will pay to contractor for layout, drawing, inspections, charging certificates, handing over etc.

17- The material is to be used as per “List of approved electrical material annexed herewith. However, the SE (E/M) shall be authorized to add the material of new Make/model keeping in view the quality and the required specification. In case of non-availability of material as specified in the ‘List of Approved materials’ in any particular area at any point of time, the Engineer-in-Charge may permit the use of material of the different equivalent make/model after taking permission from S.E. (E/M).

Chief Executive Officer
M.P. Eco Tourism Development Board
Bhopal
कार्यलय मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्र. 1883/2464/2015/19/बो भोपाल, दि. 64-04.2016

प्रति,

परियोजना संचालक
लोक निर्माण विभाग
री.आई.यू., भोपाल (म.प.)

मध्यप्रदेश भोपाल

विषय:- भवन कार्यों के लिए दिनांक 10.12.2015 को जारी प्री-कार्यानिकीकरण की शर्तों में संशोधन करने वालों

संदर्भ:- परियोजना संचालक, री.आई.यू., की नस्ली के 303/10/15/पीडी दिनांक
18.03.2016

-00-

राज्य शासन एवं मध्यप्रदेश शासन लोक निर्माण विभाग मंत्रालय भोपाल के समस्तयाक
आदेश क्रमांक 7666/2464/2015/19/बो भोपाल दिनांक 10/12/2015 द्वारा लोक निर्माण विभाग पी.आई.यू. में भवन कार्यों (पूरा निर्माण कार्य) के लिए जारी विशेष शर्त दिनांक 10/12/2015 की
शर्त क्रमांक-1 के साथ संलग्न Enclosure-1 के Annexure-I (Format I-1) की टेबल-1 एवं टेबल-2 के

"a) Certificate duly signed by the employer shall also be enclosed for each completed work".

गोपो के राज्य कार्यालय के नाम से,

(सालमन पुलका/विधायक)

(सालमन पुलका/विधायक)

पू.क्र. 1944/2464/2015/19/बो

प्रतिलिपि:-

1. जिल सचिव, मध्यप्रदेश शासन, लोक निर्माण विभाग मध्यप्रदेश।
2. विभाग संचालक, एम.पी.-आई.सी. भोपाल।
3. संगठन सज्जन अभियंता, लोक निर्माण विभाग, मध्यप्रदेश।
4. संगठन अभियंता परियोजना संचालक, लोक निर्माण विभाग, पी.आई.यू., भोपाल, इंडर, जबलपुर एवं मध्यप्रदेश की ओर सूचनाएं एवं आवश्यक कार्य करवायें।
5. संगठन संभालक परियोजना चीफ, लो.आई.यू., मध्यप्रदेश की ओर सूचनाएं एवं आवश्यक कार्य करवायें।

(सालमन पुलका/विधायक)

नव. 26 अप्रैल 16

(सालमन पुलका/विधायक)

(सालमन पुलका/विधायक)

सालमन पुलका/विधायक

भोपाल.
कार्यक्रम एक-53 /02 /2011 /यो /19 म090 शासन लोक निर्माण विभाग के आदेश कार्यक्रम एक-53 /02 /2011 /यो /19 /5788 दिनांक 25.10.2011 द्वारा मित्रित्वों में अभ्यासक दृष्टि की हस्तलक्षित करने के उद्देश्य से ऐसी निविदाओं जिनमें निविदा दर एसओआर 50 से 10 प्रतिशत कम से भी कम आती है, उनमें अनुक्रम के पूर्व सफल देरी कर से एसओआरआर 50 से 10 प्रतिशत कम से अधिक कमी के निविदा प्रतिशत के अंतर की अतिशय परफॉर्मेंस गारंटी दिये जाने हेतु मार्गदर्शी शिखरी कर्मी के हेतु गृह विभाग के माध्यम से अत्याधिक रोकी है। नेत्र शासन एतदुर्ज द्वारा आरेक्की संचालन करते हुए केवल परिपत्र में कहिं कार्यक्रम-1 में उल्लिखित “10 प्रतिशत” के स्थान पर “15 प्रतिशत” प्रतिशताधिक करता है। परिपत्र में उल्लिखित सभी रहते यथायोग्य रहेंगे।

गृह विभाग के नाम रूप से

(सर्वप्रथम अभिलेख)

संचालक

पूरा कार्यक्रम एक-53 /02 /2011 /यो /19 23.12

प्रतिवेदन–

1. प्रमुख अधिकार लोक निर्माण विभाग भोपाल।
2. परिषोधण संथान, लोक निर्माण विभाग पीएसआरआर 50, भोपाल।
3. समस्त मुख्य अधिकारियों लोक निर्माण विभाग गयापुर।
4. समस्त प्रश्नावली परीक्षण संयंत्र संस्थापक लोक निर्माण विभाग पीएसआरआर 50, भोपाल।
5. समस्त कार्यक्रम यंत्र, गयापुर कार्यक्रम लोक निर्माण विभाग गयापुर।
6. समस्त वाक्यायत्त संस्थान यंत्र, लोक निर्माण विभाग संस्थापक गयापुर।
7. समस्त संभावना परीक्षण संस्थान, लोक निर्माण विभाग पीएसआरआर 50, भोपाल।
8. निज संचालक, यान्त्रिक लोक निर्माण विभाग, भोपाल।
नवजदेश शासन
लोक निर्माण विभाग
मंत्रालय, यूनाईटेड नेशन्स, भोपाल - 462004

आदेश
भोपाल, दिनांक 03.2016

क्रममें /एफ 17-1/10/ली /2010 राजस्थान शासन प्रदान द्वारा नियामक में आई.सी.
आई.सी.ई.ई. सिक्किम में बंगलोर द्वारा नियामक (Instrument) गृह्य करने के लिए में ND50
राजस्थान के उन संगठन को विभाग द्वारा अपने प्रचुर जोन जवाबपुर को आई.सी.ई.ई.आई. बंगलोर द्वारा सिक्किम में विभाग के विभागीय संचालन हेतु मुख्य विभाग की कार्यवाही नहीं
प्रबंधन राजस्थान द्वारा जोन जवाबपुर को आई.सी.ई.ई.आई. बंगलोर द्वारा विभागीय संचालन हेतु मुख्य विभाग की कार्यवाही नहीं
प्रबंधन राजस्थान द्वारा जोन जवाबपुर को आई.सी.ई.ई.आई. बंगलोर द्वारा विभागीय संचालन हेतु मुख्य विभाग की कार्यवाही नहीं

नवजदेश के राज्यपाल के नाम से

(भर्तिप्राप्ता अध्यापक)
सावित्रि
नवजदेश शासन
लोक निर्माण विभाग
मंत्रालय

03.2016
भोपाल, दिनांक 03.2016

प्रस्तावना /एफ 17-1/10/ली /2010 /250.

1. प्रमुख अधिकारी, लोक निर्माण विभाग, सीएम भोपाल।
2. प्रथम अधिकारी, राजस्थान, लोक निर्माण विभाग, पीआईसीएलभोपाल।
3. मुख्य अधिकारी, ND50 संगठन।
4. मुख्य, भारत बैंक, लोक निर्माण विभाग, पीआईसीएलभोपाल।
5. मुख्य अधिकारी, सरकारी विभागों, समस्त लोक निर्माण विभाग, पीआईसीएलभोपाल।
6. प्रथम अधिकारी, सरकारी विभागों, समस्त लोक निर्माण विभाग, पीआईसीएलभोपाल।
7. मुख्य अधिकारी, सरकारी विभागों, समस्त लोक निर्माण विभाग, पीआईसीएलभोपाल।
8. उप्रति मन्त्री, सरकारी विभागों, समस्त लोक निर्माण विभाग, पीआईसीएलभोपाल।
9. प्रथम अधिकारी, सरकारी विभागों, समस्त लोक निर्माण विभाग, पीआईसीएलभोपाल।
10. प्रथम अधिकारी, सरकारी विभागों, समस्त लोक निर्माण विभाग, पीआईसीएलभोपाल।
11. प्रथम अधिकारी, सरकारी विभागों, समस्त लोक निर्माण विभाग, पीआईसीएलभोपाल।
12. प्रथम अधिकारी, सरकारी विभागों, समस्त लोक निर्माण विभाग, पीआईसीएलभोपाल।

(संयुक्त)

से हरिवर्द्धन राजाराम उदाल
भोपाल।
"(4) उपधारा (2) में अन्तर्विकट किसी सीमा या लक्ष के होते हुए भी, 31 मार्च, 2020 को समाप्त होने वाले वित्तीय वर्ष के लिए, राज्य सरकार रूपए 4443.00 करोड़ का अतिरिक्त रुपए प्राप्त कर सकती, जो कि उपधारा (2) में उल्लिखित किसी सीमा या लक्ष के विरुद्ध संग्रहित नहीं किया जाएगा।"

4. इस अध्यादेश के प्रवर्तन की कालविधि के दौरान भारतीय रत्न अधिनियम, 1899 के अधिनियम कर्मकांक दो सन (1899 का दो) धारा 5 में विनिर्दिष्ट संशोधनों 1899 का अस्थाई रूप से संशोधित के अध्यादेश प्रभावी होगा।

किया जाना

5. भारतीय रत्न को लागू हुए रूप में भारतीय रत्न अधिनियम, 1899 (1899 का 2) को, मध्यप्रदेश राज्य को लागू इसमें इसके पश्चात उपबंधित शीर्ष में संशोधित हुए रूप में केंद्रीय अधिनियम, 1899 का संख्यांक 2 की अनुसूची 1–क का संशोधन।

अनुसूची 1–क में,— (1) अनुसंधान 6 में, खण्ड (ए) ख के रूप में, निम्नलिखित खण्ड शपातित किया जाए, अतः—

"(ए) कोई रांग की संविदा, जिसमे संविदा के समय के अनुपालन अथवा किसी दाधित के समय के अनुपालन निर्वहन को निर्मल करने वाला कोई करार अतिरिक्त हो और जो कोई विकास अथवा निर्माण करार अथवा प्रतिबिम्ति विध पत्र न हो—

(एक) यदि संविदा मूल्य पचास लाख पांच सौ रुपए

(दो) यदि संविदा मूल्य पचास लाख पांच लाख रुपए की अधिकतम सीमा के अधिकतम रहते हुए संविदा मूल्य का 0.1 प्रतिशत।"
मध्य प्रदेश सरकार द्वारा भवन निर्माण कार्यों के तेजी पर दिनांक 01.07.2017 से कस्टम एवं सेवकार (GST) लागू करने एवं अप. शासन, लोक निर्माण विभाग द्वारा दिनांक 05.08.2017 से भवन कार्यों के तेजी में GST पृथक से देख होने संबंधी जारी आदेश के परिपक्व में लोक निर्माण विभाग में भवन के सिलिंग कार्यों के लिए दिनांक 01.08.2014 से लागू, एस.ओ.आर. एवं दिनांक 24.08.2017 तक जारी एस.ओ.आर. के सभी अंदेशें संबंधित अन्य धारे के सभी आदेश के दरों की आज दिनांक 24.08.2017 से 10 (दस) प्रतिशत कम किया जाता है।

सभी प्राकृतिकों में भारत शासन द्वारा भवन कार्यों के तेजी पर लागू, GST दर अनुसार राशि एस.ओ.आर. पर आधारित राशि के चयन के अंत में पृथक से जोड़ी जाते, लेकिन निविदा आसारण की राशि (BOQ) में GST राशि कहीं जोड़ी जाते।
<table>
<thead>
<tr>
<th>S. NO.</th>
<th>Pera NO.</th>
<th>PARTICULARS</th>
<th>UNIT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>17</td>
<td>भारत सरकार द्वारा सभी निर्माण कार्यों के तेजस्कर पर विवाद</td>
<td>01.07.2017 से वस्तु एवं सेवाकार (GST) लागू करने</td>
<td>05.08.2017 से भवन कार्यों के तेजस्किंग GST पूर्त देने के</td>
</tr>
</tbody>
</table>

सभी प्रकार के भवन द्वारा भवन कार्यों के तेजस्कर पर लागू GST द्वारा अनुसार राशि एस. आर. पर आधारित राशि के योग के अंत में पूर्त से जोड़ी जाते, लेकिन विवाद आर्थिक है राशि (BOQ) में GST राशि नहीं जोड़ी जाती।

Project Director
PWWI Bhopal
<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Particulars</th>
<th>Existing Data</th>
<th>Amended Data</th>
</tr>
</thead>
</table>
| 18 | Defect Liability Period as below | (A) For Road Works:  
(i) For New Road (Bituminous) Construction along with granular crust-- 5 Years.  
(ii) For New Road (Concrete) Construction – 5 Years;  
(iii) For Renewal with BT layer less than 30mm thick; - 3 Years.  
(iv) For Renewal with BT layer more than 30mm thick: 5 Years.  
(B) For Bridge Works - 5 Years 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"  
Note: 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:  
(a) deploy departmental labour and material or  
(b) engage a contractor by issuing a work order at contract rate/SOR rate or  
(c) sanction supplementary work in a existing agreement to a contractor for zonal works or other similar work or  
(d) invite open tender or  
(e) combination of above (Amended vide Govt. Memo. No. F- | (A) For Road Works:  
(i) For New Road (Bituminous) Construction along with granular crust (including strengthening) - 5 Years.  
(ii) For New Road (Concrete) Construction (including strengthening) - 5 Years.  
(iii) For Renewal with BT layer equal to or less than 30mm thickness - 3 Years.  
(iv) For Renewal with BT layer more than 30mm thickness: 5 Years.  
(B) For Bridge Works - 3 Years to execute, complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issuance of physical completion certificate as per "Annexure-U"  
(C) For Building Works - 3 Years  
(D) For Road Maintenance - 1 Year  
(The work of strengthening and renewal shall not be treated as road maintenance work)  
(E) For Building Maintenance Works - 1 Year (Except for water proofing works and the works in which specific guarantee period is mentioned).  
Note: In accordance with Clause 18 the defects observed in the works during the Defect Liability Period shall be intimating by the Engineer-
<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Particulars</th>
<th>Existing Data</th>
<th>Amended Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Performance Guarantee (Security) shall be valid up to completion of Defect Liability Period (Maintenance Guarantee Period) and Additional Performance Guarantee if any should be valid up to stipulated time of completion plus 03 months.</td>
<td>Performance Guarantee (Security) should be valid up to three months beyond the completion of Defect Liability Period (Maintenance Guarantee Period) and Additional Performance Guarantee if any should be valid up to stipulated time of completion plus 03 months.</td>
<td>The upfront Bank Guarantee against Performance Security shall be taken for a period as mentioned below - (a) Works having Performance Guarantee of 5 Years- Construction Period + 3 Years + 3 Months. (b) Works having Performance Guarantee of 3 Years- Construction Period + 2 Years + 3 Months. (c) Works having Performance Guarantee of 1 Year- Construction Period + 1 Year + 3 Months. It is clarified that in case the construction period of the work is extended beyond the stipulated completion period, the Bank Guarantee against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.</td>
</tr>
<tr>
<td>30.1</td>
<td>Security Deposit to be deducted from each running bill.</td>
<td>At the rate of 5% of gross amount of running bill.</td>
<td>At the rate of 5% of gross amount of running bill.</td>
</tr>
<tr>
<td>Clause No.</td>
<td>Particulars</td>
<td>Existing Data</td>
<td>Amended Data</td>
</tr>
<tr>
<td>-----------</td>
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<td>---------------------------------------------------</td>
</tr>
<tr>
<td>30.2</td>
<td>Maximum limit of deduction of Security Deposit</td>
<td>Upto 5% of the Final Contract Amount.</td>
<td>Upto 5% of the Final Contract Amount.</td>
</tr>
<tr>
<td>30.3</td>
<td>Refund of Security Deposit</td>
<td></td>
<td>The total Security Deposit deducted from the running bills shall be refunded (equivalent BG released) only after the completion of the Performance Guarantee Period/Extended Performance Guarantee period, if any.</td>
</tr>
<tr>
<td>22</td>
<td>Performance Security valid up to</td>
<td>Valid contract period (stipulated period of completion + DLP) + 3 months.</td>
<td>As provided in the Contract Data.</td>
</tr>
</tbody>
</table>

सहपत्र:- गृह्य

माधुरी के राज्यपाल के नाम से

स्वागतम् (प्रमुखप्रशासक अध्यवसाय)

पृ.क्रमांक 180/1246/2018/19/बोली राजस्थान, लोक निर्माण विभाग

प्रतिलिपि:-
1- प्रेमधव संचालक, म.प्र. रोड डेवलपमेंट कार्यालय, लिंगे, भोपाल।
2- परिभाषित संचालक, लोक निर्माण विभाग, न.आई.सू. समस्तपोरे।
3- समस्त गुट अधियक्त, लोक निर्माण विभाग, म.प्र।
4- समस्त अधिकृत परिभाषित संचालक, लोक निर्माण विभाग, न.आई.सू. म.प्र।
5- समस्त अधिकृत संचालक, लोक निर्माण विभाग, म.प्र।
6- समस्त संगठन संचालक, लोक निर्माण विभाग, म.प्र।
7- समस्त कार्यालय संचालक, लोक निर्माण विभाग, म.प्र।
8- समस्त संघीय परिभाषित संचालक, लोक निर्माण विभाग, म.प्र।
9- निज संघीय, माननीय मंत्री जी, लोक निर्माण विभाग, भोपाल।

सहपत्र:- गृह्य

माधुरी शासन, लोक निर्माण विभाग
कार्यालय परियोजना संचालक
लोक निर्माण विभाग, परियोजना क्रियान्वयन इकाई
प्लाट N- 27–28, निर्माण भवन, अर्थशास्त्र इलेक्ट्रॉनिक, भोपाल
website:www.mp.gov.in/pwmp
e-mail: pdpiubho@mp.gov.in
Phone: 0755-2551341

6-11/2015

यशस्वी प्रमुख बिडिंग नं, 18511/2015

यशस्वी 'विभाग, भोपाल, दिनांक 29/09/2017

समस्त समानीय परियोजना यंजरी,
लोक निर्माण विभाग,
परियोजना क्रियान्वयन इकाइ, भोपाल।

विशेष भत्ता कार्य की निविदाओं के प्री-वालिफिकेशन में निजी कार्य अनुमोदन की अनुमति।

उपराष्ट्रीय विभागीय मंत्री शासन, लोक निर्माण विभाग के प्रमुख, कर्मचारी 5037/2007/19)/शी, भोपाल, दिनांक 27/09/2017 से जारी शासना देश की प्रति मानन के निर्देश का लिया जाता है कि दिनांक 01/10/2017 के उपराष्ट्रीय अभियंता की ऊपरी यथा सभी निविदाओं में शासन की भूमिका के अनुसार विशेष शर्तों का समावेश करने की अनुमति दिया जायेगा।

यह शासन किया जाता है कि यह विशेष शर्त निर्मी यथा उप-कार्यों पर लागू होगी,
पिछले प्री-वालिफिकेशन की शर्त लागू होती हैं।

राजपत्र — उपराष्ट्रीय अभियंता।

(विजय सिंह शर्मा)
परियोजना संचालक
लाभिद, परियोजना क्रियान्वयन इकाई, भोपाल

प्रतिलिपि —
1. प्रमुख शासन, मध्यप्रदेश शासन, लोक निर्माण विभाग, भोपाल।
2. प्रमुख अभियंता, लोक निर्माण विभाग, मध्यप्रदेश शासन, मध्यप्रदेश शासन,
3. सामाजिक आंतरिक परियोजना संचालक, लाभिद, पीआई, मध्यप्रदेश दार्जिलिंग और रूपान्तरण एवं आदेशक कार्यवाही हेतु।

परियोजना संचालक
लाभिद, परियोजना क्रियान्वयन इकाई, भोपाल।

37
Following building work done (work done for which financial transaction has taken place) within or outside the country, in Indian rupees or equivalent shall also be considered for pre-qualification.

1) Building work done in any non-government organisation (private sector) within or outside India.

2) Building work done in subletting contract with a private sector investor as per provisions in the agreement between a government agency and a private sector investor.

3) Building work done by an EPC contractor employed by a DOR concessionaire as per provision in the agreement between a government agency and a concessionaire.

4) Building work done in private sector of special category such as lift, modular O.T., medical gas pipe line, P.A. System, HAVC, light and sound in auditorium or meeting hall, ETP, STP, trussless roof, fire fighting, space frame structure, roof, pre-engineered buildings such as prefab structures or pre-cast building structures.
Aforesaid private work experience in Indian rupees (or equivalent Indian rupees) shall be considered for pre-qualification of building construction work bid, as below:-

a) Building work done means construction cost (not sale price) of building work, excluding cost of land, for which financial transaction has taken place and such amount is duly certified by a Chartered Accountant who has audited the work of the bidder. Chartered Accountant shall also record a statement that he has audited the work.

b) In case of sublet and EPC works, certificate of principal employer is also required.

c) Special category building work experience shall be treated as similar work only for same special category work put to tender.

उपरोक्तानुसार उल्लिखित अतिरिक्त शर्त को दिनांक 01.10.2017 एवं इसके उपरांत आमंत्रित की जाने वाली निर्देशाओं के लिए लागू किया जाता है।

मध्यप्रदेश के राज्यपाल के नाम से

(नाम)

सचिव
मध्यप्रदेश, लोक निर्माण विभाग
भोपाल

को सरकारी संस्थापित 2007 वैष्णव, 27/9/2017

1. विशेष सहायता, मानवीय मद्दत, लोक निर्माण विभाग, भोपाल
2. प्रबंध सचालक, गो40 विभाग डेवलपमेंट कंपनी लिमिटेड, भोपाल
3. समस्त सुधा अभिज्ञान, लोक निर्माण विभाग, मध्यप्रदेश
4. समस्त अतिरिक्त परियोजना संचालन, लोक निर्माण विभाग, भोपाल
### Project Details

**Project Name:** MP, eco-tourism board Bhopal

**Location:** Van Vihar entrance, gate no.1, redevelopment

**Architects:**

<table>
<thead>
<tr>
<th>Stage Layout</th>
<th>Souvenir Shop Details</th>
</tr>
</thead>
</table>

**Drawn by:** Divyaanshi Lahityar

**Scale:** 1:500

**Date:** 27/08/2021

**Job Code:** VV/EP/01

**Drawing No.:** VV/EP/01

---

**Diagram:***

- **Front Elevation**
- **Plan**
- **Key Plan**
ARCHITECTS

Revised Site Plan

Cycle Stand

Elevation

Plan

Plan Detail

6.78

18.58

0.17

6.78

Project: