

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

GOVERNMENT OF MADHYA PRDESH

DISTRICT VANOPAJ UNION NORTH BETUL

TENDER DOCUMENT

For Percentage Rate only in works departments and other
Departments similar to work departments
(Effective from 18.11.2024)

OFFICE OF THE	MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL																		
N.I.T. No. and Date	BTNBT/2025-26/ <u>765</u> Date <u>10</u> -07-2025																		
Agreement Number and Date																			
Name of Work	Constn. of GSB Road, 02 culverts with hume pipe from Village Dhapada Main Road to Kusmeri School. <table><thead><tr><th colspan="2">Name Of Work</th><th>Amount</th></tr></thead><tbody><tr><td>Construction of GSB Road at Kundi Gram Panchayat</td><td>1655 M x 6 M</td><td>32,85,146/-</td></tr><tr><td>Construction of Cement Concrete overflow Road Apron at Kundi</td><td>25 M x 6 M</td><td>4,44,455/-</td></tr><tr><td>Construction of Cement Concrete overflow Road Apron at Kundi</td><td>20 M x 6 M</td><td>3,59,164/-</td></tr><tr><td>Construction of Cross Drainage Work 1x1000 mm. DIA. H.P.C.</td><td>As Per Attached Estimate</td><td>2,75,048/-</td></tr><tr><td>Construction of Cross Drainage Work 1x1000 mm. DIA. H.P.C.</td><td>As Per Attached Estimate</td><td>2,75,048/-</td></tr></tbody></table>	Name Of Work		Amount	Construction of GSB Road at Kundi Gram Panchayat	1655 M x 6 M	32,85,146/-	Construction of Cement Concrete overflow Road Apron at Kundi	25 M x 6 M	4,44,455/-	Construction of Cement Concrete overflow Road Apron at Kundi	20 M x 6 M	3,59,164/-	Construction of Cross Drainage Work 1x1000 mm. DIA. H.P.C.	As Per Attached Estimate	2,75,048/-	Construction of Cross Drainage Work 1x1000 mm. DIA. H.P.C.	As Per Attached Estimate	2,75,048/-
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Name of Contractor																			
Probable Amount of Contract With All Tax (Rs. In Figure) (Rs. In Words)	RS. 46,38,861/- FOURTY SIX LAKHS THIRTY EIGHT THOUSAND EIGHT HUNDRED SIXTY ONE ONLY																		
Contract Amount (Rs. In Figure) (Rs. In Words)																			
Stipulated Period of Completion	06 Months																		

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TENDER DOCUMENT

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SECTION – 1

Notice Inviting Tender

GOVERNMENT OF MADHYA PRDESH

OFFICE OF DISTRICT VANOPAJ UNION, NORTH BETUL, BETUL, MP


NIT. No. BTNBT/2025-26/ 765

Dated: 10/7/2025

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

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract With GST (Rs. in Lakh)	Period of Completion																		
1	Constn. of GSB Road, 02 culverts with hume pipe from Village Dhapada Main Road to Kusmeri School.	Betul	4638861.00	06 Months																		
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- Interested bidders can view the detailed NIT on the website
<https://www.mptenders.gov.in>
- The Bid Document can be purchased only online from Date **11/07/2025** Time **6:10 pm** to Date **31/07/2025** Time **12:00 pm**
- Amendments to NIT, if any, would be published on website only, and not in newspaper.


MANAGING DIRECTOR
DISTRICT VANOPAJ UNION
NORTH BETUL

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Notice Inviting Tender

GOVERNMENT OF MADHYA PRDESH

OFFICE OF DISTRICT VANOPAJ UNION, NORTH BETUL, BETUL, MP

NIT. No. BTNBT/2025-26/ 765

Dated: 10/7/2025

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

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract with GST (Rs. in Lakh)	Earnest Money Deposit (EMD) (In Rs.)	Cost of Bid Document	Category of Contractor	Period of Completion																	
1	2	3	4	5	6	7	8																	
1	Constn. of GSB Road, 02 culverts with hume pipe from Village Dhapada Main Road to Kusmeri School.	BETUL	4638861.00	139166	Rs. 5000	Registered in eligible categories in PWD, Central/State Govt Departments, PSUs	06 Months																	
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- All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website <http://mptenders.gov.in>
- Bid Document can be purchased after marking online payment of portal fees through Credit/Debit/Cash card/Internet Banking.
- At the time of submission of the Bid the eligible bidder shall be required to:
 - pay the cost of Bid Document;
 - deposit the Earnest Money;
 - Submit a check list and
 - Submit an affidavit.

Details can be seen in the Bid Data Sheet

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4. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid the bidder should have valid registration in the eligible categories in PWD, Central Public Undertakings / Central Govt. Departments/other State Governments/other State Public Sector Undertakings. However, such bidders who are not registered and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.
- (b) The bidder would be required to have valid registration at the time of signing of the Contract.
- (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.


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

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

7. **Pre-Bid meeting** – A pre bid meeting will be held **21/07/2025 Time 12.00 PM to 12.30 PM** in the Office of the **MANAGING DIRECTOR DISTRICT UNION, NORTH BETUL** which can be attended either physically or through Video Conference by bidder or their authorized representative. Bidders are advised to ensure that they send an email to the office at dfotnbetul@mp.gov.in at least one day prior to the pre-bid meeting, in order to receive the Video Conference Link for attending the meeting online.

8. The Bid Document can be purchased only online from **Date 11/07/2025 Time 6:10 pm to Date 31/07/2025 Time 12:00 pm**

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


**MANAGING DIRECTOR
DISTRICT VANOPAJ UNION
NORTH BETUL**

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SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

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

2. General Quality of Work:

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

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

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

4. ONE BID PER BIDDER

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

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

5. Cost of Bidding

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

6. Site Visit and examination of works

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

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, bid data sheet with all Annexure
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data with all Annexure sand
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings.
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other Document(s), as specified.

8. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawing sign the Bid Document. Bidder shall be solely responsible for his failure to do so.

9. Pre-Bid Meeting (where applicable)

Wherever the Bid Data Sheet provides for pre-bid meeting:

- 9.1 Details of venue, date and time would be mentioned in the NIT. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
- 9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

10. Amendment of Bid Documents

- 10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
- 10.2 All amendments shall form part of the Bid Document.
- 10.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

C. PREPARATION OF BID

11. The bidders must 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:

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

- i) Registration number or proof of application for registration and organizational details in format given in the bid data sheet.
- ii) Payment of the cost of Bid Document.
- iii) Earnest Money; and
- iv) An affidavit duly notarized.
- v) GST Registration
- vi) No Blacklisting Certificate
- vii) Income Tax Returns for last 3 financial years

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

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

13. 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 notarized translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. TECHNICAL PROPOSAL

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

15. FINANCIAL BID

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

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

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

- 17.2 'EMD/Bid security shall be submitted only online using options available in the tender portal within the specified time limit. Bidder are advised to process it well in advance. No claim shall be entertained due to delay in online transactions via payment gateway/banking portal.' (Amendment made as per circular F 10-17/2020/18-2 Bhopal dated 27-11-2020 by UDHD Bhopal)
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4.1 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

SUBMISSION OF BID

18. The bidder is required to submit digitally signed bid i.e. Envelop A, B, & C online only. No Physical submission of the bid will be accepted in exceptional case under clause 19.7 (Amendment made as per circular F 10-17/2020/18-2 Bhopal dated 27-11-2020 by UDHD Bhopal)

D. OPENING AND EVALUATION OF BID

19. PROCEDURE

- 19.1 Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 19.2 Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.
- 19.3 Envelope 'C' (Financial Bid) of bids shall be opened online at the time and date notified. The bidder or his authorized representative shall have freedom to witness opening of the Envelope 'C'.
- 19.4 After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.
- 19.7 "In exceptional case, if physical submission of certain documents is found essential, then express prior permission must be obtained in writing by the tender issuing authority from an authority who is a rank higher. In such a case, such documents are required to be submitted physically at the place and date time specified in bid data sheet. In case of any mismatch in the documents submitted in the physical form and that uploaded online, or if the contractor fails to submit the documents physically, the bid shall be liable for rejection as non-responsive (Amendment made as per circular F 10-17/2020/18-2 Bhopal dated 27-11-2020 by UDHD Bhopal)

20. Confidentiality

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

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E. AWARD OF CONTRACT

21. Award of Contract

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted. The original copy of affidavit will have to be submitted by the successful bidder at the time of signing contract (Amendment made as per circular F 10-17/2020/18-2 Bhopal dated 27-11-2020 by UDHD Bhopal).

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]

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Bid Data Sheet

GENERAL		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	Office of the MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL
2	NIT No.	BTNBT/2024-25/765 , Dt. 19/07/2025
3	Date of NIT	
4	Bid document download available from date & time	Date 11/07/2025 Time 06:10 pm To Date 31/07/2025 Time 12:00 pm
5	Website link	www.mptenders.gov.in
SECTION 1 - NIT		
NIT CLAU SE	PARTICULARS	DATA
2	Portal Fees (also known as processing fee)	As notified in E-tendering website
3	Cost of Bid Document	As notified in E-tendering website
	Cost of Bid Document Payable at	Online
	Cost of Bid Document In favor of	Office of the MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL
4	Affidavit Format	As per 'Annexure- B'
5	Pre-qualifications required	YES
	If Yes, details	As per' Annexure- C'
6	Special Eligibility	NO
	If Yes, details	As per 'Annexure -D'
7	Key dates	As per 'Annexure -A'

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Bid Data Sheet

SECTION 2 – ITB

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Construction of GSB Road at Kundi Gram Panchayat	1655 M x 6 M	32,85,146/-																		
Construction of Cement Concrete overflow Road Apron at Kundi	25 M x 6 M	4,44,455/-																		
Construction of Cement Concrete overflow Road Apron at Kundi	20 M x 6 M	3,59,164/-																		
Construction of Cross Drainage Work 1x1000 mm. DIA. H.P.C.	As Per Attached Estimate	2,75,048/-																		
Construction of Cross Drainage Work 1x1000 mm. DIA. H.P.C.	As Per Attached Estimate	2,75,048/-																		
2	Specifications & SOR	As per 'Annexure – E'																		
3	Procedure for participation in e-tendering	As per 'Annexure – F'																		
4	Whether Joint Venture is allowed.	Yes																		
	If yes, requirement for Joint Venture	As per Annexure G																		
12	Envelope-A containing: I. Organizational details as per 'Annexure H' II. Cost of Bid Document III. EMD IV. An affidavit duly notarized as per 'Annexure- B' V. GST Registration VI. No Blacklisting Certificate as per Annexure B1 VII. Income Tax Returns for last 3 financial years	Online only																		
14	Envelope-B Technical Proposal	As per 'Annexure - I' and Annexure - I (Format I-1to I-5) Note: The technical evaluation will be done only on the basis of financial & physical experience details submitted in formats (I-1) &(I-2) requiring Annual Turn Over & Bid Capacity. Requirement as regard to Key technical personnel, key Lab equipments & construction requirement as per Formats I-3, I-4 & I-5 respectively shall not be part of technical evaluation. However the non compliance on these requirements during the currancy of the contract may attract penalties.																		
15	Envelope-C Financial Bid	As per 'Annexure - J '																		
	Materials to be issued by the department	As per 'Annexure - K'																		
16	Period of Validity of Bid	180 days																		

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Bid Data Sheet		
ITB CLAUSE	PARTICULARS	DATA
17	Earnest Money Deposit	Rs. 1,39,166/-
	Forms of Earnest Money Deposit	Online only
	EMD valid for a period of	6 months or as governed by portal
	FDR must be drawn in favour of	Office of the MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL
21	Letter of Acceptance (LOA)	As per 'Annexure -L' (A formal work order on request of contractor may be issued.)
22	Amount of Performance Security	3% of Contract Amount
	Additional Performance Security, if any	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and 10% percent (below/minus), considering bid rates less than Ten percent below PAC, to be unworkable and shall require additional performance security (guarantee). (Amended vide Govt. Order No. F-53/2/2011/यो/19/2822 Bhopal Date 10/08/2022)
	Performance Security in the format	As per 'Annexure- M-1'
	Performance Security in favor of	Office of the MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL
	Performance Security valid up to	As provided in the Contract Data (Amended vide Govt. memo No. 1400/1246/ 2018/19/यो Bhopal dt. 06-04-18)

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Annexure – A

(See Clause 1, 7 of Section 1 –NIT)

KEY DATES

S. No.	Particulars	Start Date & Time
1.	Publish Date	11-07-2025, Time 06:00 PM
2.	Document Download / Sale Start Date	11-07-2025, Time 06:10 PM
3.	Bid Submission Start Date	11-07-2025, Time 06:20 PM
4.	Document Download / Sale End Date	31-07-2025, Time 12:00 PM
5.	Pre Bid Meeting	21-07-2025, Time 12:00 PM
6.	Bid Submission End Date	31-07-2025, Time 12:30 PM
7.	Bid Opening Date	01-08-2025, Time 01:00 PM

Note: *Original term deposit receipt of earnest money deposit, demand draft for the cost of bid document and affidavit shall be submitted by the bidder so as to reach the office as prescribed in bid data sheet, at least before specified start time and date in Key-Dates for opening of technical proposal as per Key-Dates in bid data sheet.*

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Annexure-B

(see clause 3 of section I NIT)

// AFFIDAVID //

(To be contained in Envelope A)

(On Non judicial stamp of Rs 50/-)

I/We-----who is/are-----
(status in the form/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 qualification is correct.
3. No close relative of the undersigned and our firm/company is working with 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 reach atleast one callender day before opening of the bid.

(Section 2-Annexure-B)

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Annexure B-1

FORMAT : Self Declaration – No Blacklisting Certificate

To be submitted on ₹ 100 Stamp Paper

Date: d d / m m/ y y y y

To,

**MANAGING DIRECTOR
DISTRICT VANOPAJ UNION
NORTH BETUL**

Sir/Madam,

In response to the Tender Ref. No. _____ dated _____ for **Constn. of GSB Road, 02 culverts with hume pipe from Village Dhapada Main Road to Kusmeri School.** as an owner/ partner/ Director of _____,

I/We hereby declare that presently our Company/firm _____ is having an unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender, if any to the extent accepted may be canceled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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Email- dfotnbetul@mp.gov.in Phone : 07141-234204

Annexure – C (See Clause-5 of Section 1 – NIT)

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 3 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 3 financial years; or
 - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 3 financial years.
- ii. The average annual construction turnover on the construction works should not be less than 50% of the probable amount of contract during the last 3 financial years.
- iii. Bid Capacity –Bidder's bid capacity, which shall be worked out as given in format I-2 of Annexure-I, should not be less than 50% of the probable amount of contract.

B. Physical

Physical qualifications for the work shall be as below

S.no	Particulars	Quantity	Period
1	Physical qualification required	N/A	
2	Earth Work		
3	Concrete work		

(The Employer shall specify all physical qualifications required).

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

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Annexure – D (See Clause-6 of Section 1 – NIT)

SPECIAL ELIGIBILITY CRITERIA

The bidder should have experience of:

N/A

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

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Annexure – E

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

Specifications

See “ATTACHED DOCUMENT – I “

Specifications

1. **BUILDING WORKS, WATER SUPPLY & SANITARY FITTINGS:** The schedule of rates issued by Project Director, M.P.P.W.D. Bhopal in force from 01.01.2024.
2. **ELECTRICAL WORK:** The schedule of rates issued by Project Director, M.P.P.W.D. in force from 01.01.2024.
3. **ROAD WORK:** Schedule of rates issued by Engineer-in-Chief, M.P.P.W.D. in force from 25.03.2022 & its amendment issued by MPPWD PIU and adopted by M.P. Police Housing & Infrastructure Development Corporation Ltd. up to the date of issue of N.I.T.

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.

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Annexure – F (See Clause-3 of Section 2 – ITB)

PROCEDURE FOR PARTICIPATION IN E-TENDERING

1. Registration of Contractor:

Tenders will be received from contractors registered in the eligible categories in PWD, and Central Public Undertakings / Central Govt. Departments/other State Governments/other State Public Sector Undertakings.

2. Digital Certificates:

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

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

Note:

1. It may take 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 form required to be submitted for the issuance of Digital Certificate from cca.gov.in.
2. Bid can be submitted till bid submission end date. Bidder will require Digital Signature While bid submission.

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

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

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through authority letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital

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Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

3. Set Up of Bidders' Computer System:

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

4. Key Dates:

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

5. Preparation and Submission of Bids:

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

6. Purchase of bid Documents:

For purchasing of the bid document bidders have to pay service charge online only. Which is Rs. (as per bid data sheet) cost of bid document is separately maintained in the detail NIT. The bid document shall be available for purchase to concerned eligible bidder immediately after online release of the bid and up to scheduled date and time as set in the key dates. The payments for the cost of bid document shall be made online through Debit/Credit Card / Net-Banking or NEFT Challan Through the payment gateway provided on the portal.

7. Withdrawal Substitution and Modification of Bids:

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

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Annexure – G

(See Clause-4 of Section 2 – ITB)

JOINT VENTURE (J.V.)

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

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

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

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5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.

6. Furnish details of participation proposed in the joint *venture* as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM"A" (lead Partner)	FIRM"B"	FIRM"C"
Financial			
Planning			
Construction Equipment			
Key personnel			
Execution of Work (give details on contribution of each)			

Clarification:-

1. Annexure-G (Page 24) of the bid document describes the conditions and requirement to be applied/fulfilled in case of bidding by the joint venture (J.V.). For the purpose of evaluation of technical bids, it is hereby clarified that in addition to the conditions contained in Annexure-G of the bid document, the partners of J.V. should satisfy the qualification criteria as below: -
 - a. The lead partner must have a share of minimum 51% in the J.V.
 - b. The other partner(s) must have a share of minimum 26% in the J.V.
 - c. The lead partner and the other partner must also meet 51% and 26% of the all-qualification criteria respectively except for the requirement of work experience described in Annexure-I-1(A) (Page 26). However, both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose, the qualification of individual partners shall be added (for Annual Average Turn Over and for Bid Capacity only).
 - d. Following clarification / amendment is hereby done in requirement contained in Annexure-I-1(A) for J.V.
 - i. Out of 3 similar works of value more than 20% of PAC, at least 2 works must be done by lead partner and one work to be done by other partner,
 - OR
 - ii. 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,
 - OR
 - iii. In case of one similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However, the other partner must satisfy the criteria in (i) above i.e. at least one work of 20% of PAC.

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Annexure – H

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

ORGANIZATIONAL DETAILS

(To be contained in Envelope-A)

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

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

Signature of Bidder with Seal

Date: _

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Annexure –I

(See Clause-14 of Section 2 – ITB)

Envelope - B, Technical Proposal

Technical Proposal shall comprise the following documents:

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

Note:

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

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Annexure – I (Format: I-1)

(See Clause-14 of Section 2 – ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:

The bidder should have completed either of the below:

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 3 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 3 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 anyone financial year during the last 3 financial years.

Clarification

- 1- In this regard it is clarified that the requirement in Annexure-C as well as in Annexure -I are generally for having completed similar work in last 3 financial years. However, the bidders who have executed a part of the project during last 3 financial years, and that part covers all the major items of work offered in this bid and the value of such executed part is more than the qualified amount mentioned in Annexure-C and / or Annexure-I shall be considered.
- 2- It is clarified that works completed/executed before last date of bid submission in the current financial year shall also be considered towards works experience requirement described in Annexure-C and Annexure I-1 of the document. Therefore, for this purpose the works completed/executed during current financial year up to last date of Bid submission shall be considered in this case last 3 financial year will be counted as current financial year and 2 years backwards.

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To be filled in by the contractor:

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

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

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

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

B. Physical Requirement:

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

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

- Note:**
1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in anyone year during the last 03 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, electric works, road works etc.

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

ANNUAL TURN OVER

Requirement:

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

To be filled in by the contractor:

Financial Year	Payments received for contracts in progress or completed

Note:

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

Clarification:-

Provisional balance sheets for financial year 2023-24 shall be considered subject to authentication by the C.A.

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Bid Capacity

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

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

Where,

- A = Maximum value of civil engineering works executed in any one year during the last 3 years (10% weightage per year shall be given to bring the value of work executed at present price level)
- B = Proposed contract period in years.
- C = Amount of work in hand at present.

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Annexure – I (Format: I-3)

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

List Of Technical Personnel for The Key Positions

Minimum requirement							Available with the bidder						
S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience	S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience
1	Project Manager												
2	Site Engineer												
3	Plant Engineer												
4	Quantity Surveyor												
5	Soil & Material Engineer												
6	Supervisor												
7													
8													

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

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Annexure – I (Format: I-4)

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

List Of Key Equipment's/ Machines For Quality Control Labs

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

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

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Annexure – I (Format: I-5)

(See Clause-14 of Section 2 – ITB)

List of Key Equipment's Machines for Construction Work

Minimum requirement			Available with the bidder		
S.No.	Name of Equipment/ Machinery	Quantity	S.No.	Name of Equipment/ Machinery	Quantity
1	Tipper Trucks	-			
2	Motor Grader	-			
3	Dozer	-			
4	Front end Loader	-			
5	Smooth Wheeled roller	-			
6	Vibratory Roller	-			
7	Hot mix plant with electronic control	-			
8	Paver finisher with electronic sensor	-			
9	Water tanker	-			
10	Bitumen Sprayer	-			
11	Tandem Roller	-			
12	Concrete mixer with Integral weigh Batching facility	-			
13	Slip Form Concrete paver capable of paving in required width of carriageway in one single pass including all appropriate accessories such as, integral vibratory system and electronic sensors ancillary equipment for applying curing compound, joint cutting etc.	-			
14	Concrete batching and mixing plant with automatic control (minimum 100 cum/hour)	-			
15	Pneumatic type roller	-			
16	Batch Mixing plant with electronic controls (series minimum 100-120 TPH capacity as required)	-			
	Total	-			

Note.

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

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Annexure – J

(See Clause-14 of Section 2 – ITB)

FINANCIAL BID

(To be contained in Envelop-C)

NAME OF WORK: -

.....
.....

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

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

Note:

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

Signature of Bidder

Name of Bidder

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

Signature of Officer by whom accepted

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

Annexure – K

(See Clause-15 of Section 2 – ITB)

MATERIALS TO BE ISSUED BY THE DEPARTMENT

S.no	Name of material	Rate (Issue rate)	Unit	Remarks
N/A				

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

Annexure – L
(See Clause-21 of Section 2 – ITB)
LETTER OF ACCEPTANCE

No. _____

Dated

To,

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

Subject:

-x0x-

Dear Sir (s),

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

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

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

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

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

Yours Faithfully

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

Annexure-M BID SECURITY (BANK GUARANTEE / FDR)

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

KNOW ALL PEOPLE by these presents that we _____ (name of Bank) of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL in the sum of _____ * for which payment well and truly to be made to the said MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL the Bank itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

OR

(2) If the Bidder having been notified to the acceptance of his bid by MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL during the period of Bid validity

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

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

We undertake to pay to the MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL up to the above amount upon receipt of his first written demand, without the MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL having to substantiate his demand, provided that in his demand of MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____
WITNESS _____

SIGNATURE _____
SEAL _____

(Signature, name and address)

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

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

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

Annexure – M-1 (See Clause-22 of Section 2 – ITB)

PERFORMANCE SECURITY

To

..... [name of Employer]
..... [address of Employer]

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

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

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

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

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

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

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

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

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

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

SECTION 3 Conditions of Contract Part – I General Conditions of Contract Table of Clauses GCC

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

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A. General

1. DEFINITIONS

- 1.1 **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2 **Completion:** means completion of the work as certified by the Officer-in-Charge in accordance with provisions of agreement.
- 1.3 **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.
- 1.4 **Contract Data:** means the documents and other information which comprise of the Contract.
- 1.5 **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.6 **Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.7 **Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.8 **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.
- 1.9 **Day:** means the calendar day.
- 1.10 **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.11 **Department:** means Forest Department of the State Government which adopts this document.
- 1.12 **Drawings:** means drawing including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.13 **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.
- 1.14 **Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.15 **Government:** means Government of Madhya Pradesh.
- 1.16 **In Writing:** means communicated in written form and delivered against receipt.
- 1.17 **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.18 **Officer-in-charge:** means the person named in the Contract Data.
- 1.19 **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.
- 1.20 **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Officer-in-charge.
- 1.21 **Start Date:** means the date of signing of agreement for the work.
- 1.22 **Sub-Contractor:** means a person or corporate body who has a Contract with the Contractor, duly authorized to carry out a part of the construction work under the Contract.
- 1.23 **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.24 **Tender/Bid, Tender/Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.25 **Variation:** means any change in the work which is instructed or approved as variation under this contract.

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

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

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

2.2 Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/Officer-in-charge 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/ Officer-in-charge 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/WhatsApp) 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 Officer-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

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centralized registration system for contractors of the Govt. of MP.

6. Personnel

- 6.1** The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure 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 Officer-in-charge asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. Force Majeure

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

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

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

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, 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.

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- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone.
9. **Liability for Accidents to Person**
The contractor shall be deemed to have indemnified and saved harmless the Government against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.
10. **Contractor to Construct the Works**
10.1 The Contractor shall construct, install, and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data.
10.2 In the case of any class of work for which there is no such specification as is mentioned in Contract Data, such work shall be carried out in accordance with the instructions and requirement of the Officer-in-charge.
10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools and implements, and generally of all means used for the fulfillment of this contract whether such means may or may not be approved or recommended by the Officer-in-charge.
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 Officer-in-charge of such discoveries and carry out the Officer-in-charge 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 *Madhya stham Adhikaran Adhiniyam, 1983*.
12.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control

13. Programme

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Officer-in-charge for approval a programme showing the general methods, arrangements, order and timing for all the activities for the construction of works.
- 13.2 The programme 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,

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- 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 Officer-in-charge 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 Officer-in-charge 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 Officer-in-charge approval of the programme shall not alter the Contractor's obligations.

14. Extension of Time

- 14.1 The contract is for completion of works and therefore non approval of EOT shall not in any way invalidate the contract. The contractor will have to complete the works.
- 14.2 In the event of delays attributable to the contractor, the EOT shall not be given by the Officer-in-charge and the Liquidated Damages shall be levied from the contractor in accordance with the provisions of the contract.
- 14.3 In the event, the delays are not attributable to the contractor the EOT may be issued by the Officer-in-charge without imposition of Liquidated Damages either Suo-motto or on a written request of the contractor.
- It is clarified that out of the total delays in completion of works, the EOT shall be issued only for the part, which is not attributable to the contractor.
- (Amended as per Govt. OrderNo. F-53-55-2018-19-Yo-1154 Bhopal, dated 23-03-2018)**

15. Compensation for delay

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

16. Contractor's quoted percentage

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

17. Tests

- 17.1 The Contractor shall be responsible for:

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- 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 for the works above Rs 50 lakh within the time specified and having such equipment's as are specified in the Contract Data.
- 17.3 Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.
- 18. 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 Officer-in-charge 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 Officer-in-charge, within the time specified by the Officer-in-charge, the Officer-in-charge 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 Officer-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 Officer-in-charge, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.
- 19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Employer shall be conclusive as to such proportion.

20. Extra items

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 PWD SOR, 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 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

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

23. No Interest Payable

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

24. Recovery from Contractors

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

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

25. Tax

- 25.1** The rates quoted by the Contractor shall be deemed to be inclusive of the commercial tax and other levies, duties, cases, toll, taxes of Central and State Governments, local bodies and authorities exclusive of GST.
- 25.2** The liability, if any, on account of quarry fees, royalties, octopi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
- 25.3** Any changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

26. Check Measurements

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

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- 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 Officer-in-Charge

- 27.1 If the Contractor fails to carry out any obligation under the Contract, the Officer-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 Officer-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 Officer-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 Officer-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 Officer-in-Charge may terminate the Contract immediately.
- 27.4 Notwithstanding the above, the Officer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.
- 27.5 In case any work is partially completed owing to termination of a contract, the remaining work can be completed through tender process or through department.

28. Payment upon Termination

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

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on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

29. Performance Security

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

30. Security Deposit-

- 30.1** Security Deposit shall be deducted from each running bill at the rate as specified in the Contract Data. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the Contract Data.
- 30.2** The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of Defect Liability Period/ extended Defect Liability Period.
- 30.3** The Security deposits shall be refunded of completion of defect liability period. The additional performance security shall be refunded on satisfactory completion of the work.

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

31. Price Adjustment

- 31.1** Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the contract data.
- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to the end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustable shall be determined during each month from the formula given in the contract data.
- (c) Following expression and meaning are assigned to the work done during each month:
- $$R = \text{Total value of work during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value of works executed under variations for which no price adjustment shall be payable.}$$

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

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

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

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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 Officer-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 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 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 Officer-in-Charge 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 Officer-in-Charge 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 Officer-in-Charge 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 Officer-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 Officer-in-Charge 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.

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- (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 Officer-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 Officer-in-Charge.

36. Final Account

- 36.1** The Contractor shall supply the Officer-in-Charge 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 Officer-in-Charge 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 Officer-in-Charge 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 Officer-in-Charge.
- 36.2** In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Officer-in-Charge shall proceed to finalize the account and issue a payment certificate within 28 days.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

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

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if any, on the part of the Contractor, the Officer-in-Charge /Employer shall have the right to deduct from any money due to the Contractor including his ~amount of performance security. The Employer/ Officer-in-Charge 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]

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Contract Data Sheet

A.

GCC Clause	Particulars	Data
1.13	Employer	MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL
1.18	Officer in Charge	MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL
1.19	Stipulated Period of Completion	06 Months
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per 'Annexure-H'
	Address & contact details of the Employer/ Officer-in-Charge – phone, Fax, e-mail.	MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL Betul - Kalapatha (M.P), 460001 Email :- dfotnbetul@mp.gov.in, Phone No:- 07141-234204
5	Subcontracting permitted for the Contract Value	No
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical Personnel not employed	To be decided by Officer-in-Charge
10	Specifications	As per 'Annexure - E'
	Drawings	As per 'Annexure - N'
12	Competent Authority for deciding dispute under Dispute Resolution System	Officer-in-Charge
	Appellate Authority for deciding dispute under Dispute Resolution System	In charge of forest circle/Field Director (in case of Tiger Reserve) / Director (in other Wild life divisions / National Park)
13	Submission of construction program	At the time of signing of contract agreement
	Period for submission of updated construction program	(a) Every 3 months or (b) at the end of every milestone, whichever is less
	Amount to be withheld for not submitting construction program in the prescribed period	@ 1 % (one) percent of contract amount, subject to a maximum of Rs. 50,000/- .
14	Competent Authority for granting Time Extension	Officer-in-Charge
15	Milestones laid down for the contract	YES
	If Yes, details of Milestones	As per 'Annexure - O' or as below, if not mentioned in Annexure -O: Mile Stone 1:- 1/8th of the whole work before 1/4th of the whole time allowed has elapsed, Mile Stone 2:- 3/8th of the whole work before 1/2th of the whole time allowed has elapsed

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GCC Clause	Particulars	Data
		Mile Stone 3:- 3/4th of the whole work before 3/4th of the whole time allowed has elapsed Mile Stone 4:- complete work within the stipulated time
	Liquidated damage	As per 'Annexure - P'
	List of equipment for lab	As per 'Annexure - Q'
	Time to establish lab	30 days from date of signing of the Agreement
17	Penalty for not establishing field Laboratory	1% of Contract Amount per month, subject to a maximum of Rs. 50,000/- per month of delay
18	Defect Liability Period	<p>As below:</p> <p>(A) For work:- years;</p> <p>(B) For GSB Road works - 2 Years</p> <p>Note: In accordance with clause 18 the defect observed in the works during the Defect Liability Period shall be intimated by the Officer-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 Officer-in-Charge by way of-</p> <p>(a) deploying departmental labour and material or</p> <p>(b) engaging a contractor by issuing a work order at contract rate/SOR rate or</p> <p>(c) sanctioning supplementary work in a existing agreement to a contractor for zonal works or other similar work or</p> <p>(d) inviting open tender or</p> <p>(e) combination of above</p> <p>The Officer-in-Charge shall assess the cost of such rectification which shall be recoverable from the contractor from his Performance Security or any amount due or that may become due to him and from other available securities. If this amount is not sufficient to meet the expenses incurred on rectification, the balance amount may be recovered as Land Revenue Arrears as per MPLRC</p> <p>(Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)</p>
21	Competent Authority for determining the rate	In charge of forest circle/Field Director (in case of Tiger Reserve) / Director (in other Wild life divisions / National Park)
25	Taxes	The rates quoted by the contractor shall be exclusive of Goods and Service Tax (GST), which shall be paid separately at applicable rates. However, all other

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GCC Clause	Particulars	Data
		taxes, duties, etc. if any, levied by the Central/ State Government or local bodies shall be deemed to be included in the quoted rates. No payment shall be done on this account.
27	Any other condition for breach of contract	Yes, as below: If the contractor fails to achieve 50% financial progress in any milestone and /or fails to achieve 75% financial progress in two consecutive mile stones
28	Penalty	(a) Penalty shall include forfeiture of Security deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the Employers additional cost for completing the works which shall be 20 percent and, (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher (Amended vide Govt. memo No.F-53/16/2012/19@;ks/6842 dt. 2.11.15)
29	Performance guarantee (Security) shall be valid up to	The upfront Bank Guarantee/FDR against Performance Security shall be taken for a period as mentioned below – (a) Construction Period + Defect Liability Period + 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. (Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)
30	30.1) Security Deposit to be deducted from each running bill	At the rate of 3% of Gross Amount of Running Bill
	30.2) Maximum limit of deduction of Security Deposit	Up to 3% of the Final Contract Amount.
	30.3) Refund of Security Deposit	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 (Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)
31	Clause 31 Price adjustment shall be applicable	Not Applicable.
	Clause 31 Weight ages of Component in the work	Not Applicable

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GCC Clause	Particulars	Data
	<i>(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1115bhopal dated 23-03-2021)</i>	
32	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	No Mobilization and Construction Machinery Advance Payable
	Clause 32.2 If yes, Unconditional Bank Guarantee	Not Applicable
	Clause 32.3 If yes, Rate of interest chargeable on advances	Not Applicable
	Clause 32.4 If yes, Type & Amount of Advance payment that can be paid	Not Applicable
	Clause 32.5 If yes, Recovery of advance payment	Not Applicable
33	Clause 33.1 Secured Advance Applicable	Not Applicable
	Clause 33.2 if yes, Unconditional Bank Guarantee	Not Applicable
	Clause 33.2 if yes, Amount of Secured Advance	Not Applicable
	Clause 33.3 if yes, Conditions for secured advance	Not Applicable
	Clause 33.4 if yes, Recovery of Secured advance	Not Applicable
35	Completion Certificate – after physical completion of the Work	As per 'Annexure - U'
	Final Completion Certificate – after final payment on completion of the Work	As per 'Annexure- V'
36	Competent Authority	In charge of forest circle/Field Director (in case of Tiger Reserve)/ Director (in other Wild life divisions/National Park)
39	Salient features of some of the major labour laws that are applicable	As per 'Annexure-W'
41	Competent Authority	Officer-in-Charge

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Section-3 Part-II (a)

ADDITIONAL SPECIAL CONDITONS

1. Contractor must conduct 100% tests of materials in the site laboratory as per the prescribed frequency. However, 20% of the tests shall be repeated and tested in NABL accredited laboratories or the Circle level / Central departmental laboratories.
2. Stamp Duty as applicable on the date of signing of the agreement shall be fully borne by the contractor.
3. The contractor shall use Fly Ash as per the notification issued by the Ministry of Environment & Forest, Gol, wherever mandated. In this connection the Circular No. 1196/1283/2019/19 Yo, Bhopal, dated 31.05.2019, issued by the Govt. of Madhya Pradesh, Public Works Department is attached herewith **Annexure-X** for compliance during the works.
4. All Central/State Government Forest/ Wildlife Acts/rules will be followed by the contractor. Following regulations also must be followed when working inside the forest area:
 - a) No labour Camp inside the forest area.
 - b) No Work after the Sunset or before the sunrise.
 - c) No Utilization of resources from forest area.
 - d) No Fire/Noise violating forest laws.
 - e) No Dumping of Wastage inside forest area.
5. The list of key equipment's and key personnel provided in the document is indicative. However, the firm shall provide additional man power and machineries to complete the work in stipulated time frame in accordance with relevant specifications.

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Section- 3 Part-II (b)

SPECIAL CONDITION FOR BUILDING WORKS

1. It is clarified that security deposit can only be refunded after end of P.G. period (Defect Liability Period), only when the Jurisdictional sub-divisional officer has inspected the work and has recommended for refund of security deposit with speaking order.
2. SOR applicable for GSB Road works shall be the SOR for Building Works (Civil & Electrical both) issued on 01.01.2024 by the Engineer in chief (GSB Road) PWD with amendments up to the date of issue of NIT. 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.
3. Defect Liability Period (DLP) 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 whitewash/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 (whitewash/colour wash & and paint excluding base work of texture plaster) which has been applied in original work. Putty work shall not be repeated in such case except where damage to putty has occurred due to poor workmanship or leakage/seepage. White wash/colour wash & painting work done at the end of defect liability period in accordance to this condition shall be recorded in 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 (Defect Liability Period). Security Deposit shall not be refunded without compliance of this clause of special condition.
4. Road shall periodically be inspected jointly by the contractor and Officer-in-charge or their authorized representative twice a year out of which one inspection shall take place during rainy months

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of July-August-September to take note of seepage/leakage and inspection note shall be issued by the Officer-in-Charge or his authorized representative describing defects noticed. Defects of emergent nature such as leakage/seepage, breakage of waste/soil pipe, water supply/drainage pipes shall be repaired/rectified within 15 days for which compliance shall be well documented and taken in to account (speaking order) while releasing security deposit at the end of performance guarantee (PG) period (Defects Liability Period) by Officer-in-Charge. 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.

5. "Minimum Health and Safety requirement dated 20/11/2015" (Section-3 Part-II (d)) shall be applicable.
6. Bid shall be opened in order of their listing in NIT. In case of bidder's participation in multiple tenders listed in one NIT, his bid capacity shall be considered exhausted, if found L-1 in the order of tenders opened. Soon after bid capacity of a bidder has exhausted his next bid shall not be opened.
7. In case similar rates are received from two or more bidder, closed cover offer shall be invited from such bidders to finalize the bid. Only lower rates shall be accepted.

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Section - 3 Part-II (c)

Special Conditions of Contract for Mechanical, Electrical & Plumbing (MEP) Works.

Following Special Conditions (for MEP works) shall also be applicable for MEP works executed by the contractor or in Road contract: -

1. All statutory compliances, health and safety issues shall be complied by the contractor at the time of execution of work. All MEP capital items approval (such as internal and external electrification, substation, HVAC, Lifts, CCTV, STP, ETP, filtration plant, fire detection, fire-fighting, plumbing, sanitary, nurse call system, solar water heating, solar power, pumps, access control, water harvesting etc.) hospital commissioning approvals (such as High Speed Diesel Yard, DG Set, Fire Completion, Central Ground Water board Consent to operate from pollution control department, BARC approval for X-ray, Blood Bank license, Lift licensing , coordination with local service providers for electricity, water and PHE installations) from the competent authorities for successful completion of building is responsibility of the contractor. All statutory fee shall be borne by the department.
2. Any guarantee and warranty of capital equipment and functional items to be taken in name of user department.
3. Guarantee and warranty shall start from the date of commissioning of hospital or completion whichever is earlier.
4. Contractor shall keep underground existing services of hospital or any building in the premises functioning all the time while executing the work. No additional cost will be paid on account of rerouting/ redirecting of essential underground branch/ network services.
5. Contractor to ensure that specialized agencies with requisite experience only shall be engaged for specialized works.
6. All the specialized agencies as per annexure attached engaged will be responsible for functional handing over of installations to end user as per prevalent good engineering practices and statutory requirement. Nothing extra will be paid for compliance of same.

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Section - 3 Part-II (d)

SPECIAL CONDITIONS FOR SAFETY MEASURES IN ROAD WORKS

General

- I. The Contractor shall comply with all the requirements of "The Building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and its Central Rule 1998/ State Rules and any other statutory requirements as applicable.
- II. The contractor shall follow OWNER/ MPPWD Safety Rules as issued from time to time with respect to safety in construction and erection.
- III. The contractor shall have the approved Safety, Health and Environment (SHE), Policy in respect of Safety and health of Road 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-I.
- V. The contractors shall ensure proper safety of all the workman, materials, plant and equipment belonging to him or to the Employer or to other, working at the site.
- VI. All equipment's used in construction and erection by the contractor shall meet BIS/ International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment's 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 Equipment's of prescribed standard to all his employees and workman according to the need. The Engineer shall have the right to examine these safety equipment's to determine their suitability, reliability, acceptability, and adaptability. The contractor should also ensure availability of these before their use at worksite.
- VIII. The contractor shall provide safe working conditions to all workmen and employees at his workplace including safe means of access, railings, stairs and ladders, scaffolding, work platforms, toe boards etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection of scaffolds, access, work platforms etc the material shall be good and the contractor shall use standard quality of material.
- IX. The Contractor shall follow and comply with all the Safety Rules, standards, code of practices of OWNER/ MPPWD and relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant, and equipment as may be prescribed from time to time without any protest or contest or reservation. In case of any unconformity between statutory requirement and the Safety Rules of the Employer referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent. As and when required he can refer/ obtain copy of OWNER/ MPPWD safety documents as stated above.
- X. The contractor shall have his own arrangements with nearby hospitals for shifting and treatment of sick and injured.
The medical examination of the workers employed in hazardous areas shall be conducted as per Rule 2.23 of the Building and Other construction worker (Regulations of Employment and Condition of Service) Central Rule 1998. Their health records shall be maintained accordingly and to be submitted to Officer-in-Charge when asked for. If any worker is found suffering from occupational health hazard, the worker should be shifted to suitable place of working and

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properly treated under intimation to Engineer. The medical fitness certificate to be submitted to Engineer.

- XI. First Aid boxes equipped with requisites articles as specified in the Rule 231 of the Building and Other Construction worker (Regulation of Employment and Condition of Service) Central Rule 12998 shall be provided at construction sites for the use of workers. Training has to be provided on first aid to workmen and office bearers working at site;

a. Emergency Action Plan

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

b. Scaffolding

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

c. Opening

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

Fencing of Machinery

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

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

Carrying of Excessive Weight by a Worker.

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

Overhead Protection

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

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

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

Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards. The contractor shall provide boat or launch equipped with sufficient number of life buoys, life jackets etc and manned with trained personnel at site of such work.

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

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Whenever the workers are exposed to the hazard of falling from height the contractor shall provide full harness safety belt fitted with fall arresting system to the employee working at higher elevation and life line of 8mm Dia wire rope with turn buckles for anchoring the safety belt 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 be provided 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 container or entry thereof into the Site area is forbidden by OWNER/MPPWD the contractor shall use alternative methods with the approval of the OWNER/MPPWD without any cost implication to the OWNER/MPPWD to extension of work schedule.

Where it is necessary to provide and/ or store petroleum products or petroleum mixtures and explosives, the Contractor shall 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.

The contractor shall provide suitable personal protective equipment's to the workers. Who are handling the hazardous and corrosive substance 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, grinding or similar operations which may cause injuries to his eyes.

Electrical Hazards

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

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

The contractor should ensure use of single/double insulated hand tool 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 measure during excavation to prevent the hazards of falling or sliding of material or article from any bank or side of such excavation

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which is more than one and a half meter above his footing by providing adequate pilling, shorting, 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 excavation or trenches.

Vehicular Traffic

The contractor should employ vehicle drivers who hold a valid driving license under the Motor Vehicles Act, 1988.

Excessive Noise, Vibration

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

Electrical Installations

The contractor shall not interfere or disturb electric fuse, 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 detailing 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 of electric lines/equipment's 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 Supervisions to maintain his temporary electrical installation.

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

Safety Organization.

- 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 or the equipments and workmen, who will coordinate with the OWNER/MPPWD Safety Officer, Further requirement of safety officers, if any shall be guided by Rule 209 of The Building and Other Constriction Worker (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 contractors employees/workmen for the above purpose.

In case of contractor deploying less than 250 workmen he should designate one of his Engineer/supervisor or the contractor himself (if he is directly supervising the work) as safety officer in addition to his existing responsibilities. The Engineer/supervisor should get at

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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 changes of the incumbent is made during currency of the Contract.

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 Jurisdictional Range Officer with a copy to **Officer-in-charge**, in the prescribed form and also to all the authorities envisaged under the applicable laws.

The contractor shall be entailed for any damages/ compensation for stoppage of work (sub clause 7.17.00(i)) due to safety reasons and the period of such stoppage of work, shall not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.

a)	Fatal injury of accident causing death	Penalty @10% of contract Value or Rs.5,00,000/- per person, whichever is less
b)	Major injury or accident causing 25% or more permanent disablement to workmen or employee.	Penalty @2.5% of contract value or Rs. 1,00,000/- per persons whichever is less

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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 /employee under the relevant provision of the Workmen's Compensation Act' 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/ employee under the relevant provision of the Workmen's Compensation Act'1923 and rules framed there under or any other application laws as applicable from time to time.

- iii). If any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts, etc or without anchoring the safety belts while working at height the Engineer/ Safety Officer of OWNER/ MPPWD shall have the right to penalize the contractor for Rs. 200/- per person per day as such worker shall be sent cut 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. No complied with keeping adequate PPEs in stock.
 - 2. Defaulted in providing PPEs to his workmen.
 - 3. Not followed statutory requirements/ OWNER/MPPWD safety rules.
 - 4. Been issued warning notices by OWNER/MPPWD head of the project on non observance of safety norms.
 - 5. Not provided safety training to all his workmen.

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

The safety performance will also be one of the overriding criteria for evaluation of overall performance of the contractors by OWNER/MPPWD. The contractor shall submit the accident date 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 from is found satisfactory i.e. without any fatal/ reportable accident in the year of consideration he may be considered for suitable award **"ACCIDENT FREE SAFETY MERITORIOUS AWARD"** as per scheme of the employer.

Some of the relevant safety codes are given here under -

IS : 3696		Safety code for scaffolding and ladders (part 1 &2).
IS : 3764		Excavation work - code of safety.
IS : 4081		Safety code for blasting and related drilling operations.
IS : 4130		Demolition of buildings- code of safety.
IS : 5121		Safety code for piling and other deep foundations.
IS : 5916	:	Safety code for construction involving use of hot bituminous materials.
IS : 7205	:	Safety code for erection of structural steel work.
IS : 7293	:	Safety code for working with construction machinery.
IS : 7969	:	Safety code for handling and storage of building materials.

Indian Explosives Act. 1940 As updated.

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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, Periodicity and list of members to be enclosed.
10. Risk Assessment, Safety Audit by Professional Agencies, Periodicity.
11. Provision for treatment of injured persons at work site.
12. Review of overall safety by top Management and Periodicity.
13. System for Implementation of Statutory legislations.
14. Issue of PPEs to employees, Periodicity / stock on hand etc.

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Annexure – N

(See Clause-10 of Section 3 – GCC)

DRAWING

List of Drawing: -

See ATTACHED DOCUMENT – I for comprehensive drawing

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Annexure – O

(See Clause-15 of Section 3 – GCC)

DETAILS OF MILESTONES

“AS PER CONTRACT DATA”

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Annexure – P

(See Clause-15 of Section 3 – GCC)

Compensation for Delay

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor, the Employer/ Officer-in-Charge 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 **MANAGING DIRECTOR JILA LAGHU VANOPAJ SAHKARI UNION MARYADIT NORTH BETUL** shall be final and binding upon both the parties

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Annexure – Q

(See Clause-17 of Section 3 – GCC)

LIST OF EQUIPMENT FOR QUALITY CONTROL LAB

“As per Format I-4”

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Annexure- R PRICE ADJUSTMENT

[Cl. 31 of Section 3- GCC]

The formula for adjustment of prices are :

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

Adjustment for Labour Component

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

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

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

$L_o =$ the consumer price index for industrial workers for the State on **Schedule of rate SOR(SOR Including time to time amendment issued date)** as published by Labour Bureau, Ministry of Labour, Government of India.

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

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

Adjustment for Cement Component

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

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

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

$C_o =$ The all India wholesale price index for Pozzolana Cement on **Schedule of rate SOR(SOR Including time to time amendment issued date)**, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

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

$P_c =$ Percentage of cement component of the work

Adjustment of Steel Component

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

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

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

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S_0 = The all India wholesale price index for mild steel long products / flats on **Schedule of rate SOR(SOR Including time to time amendment issued date)**, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

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

P_s = Percentage of steel component of the work.

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

Adjustment of Bitumen Component

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

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

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

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

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

P_b = Percentage of bitumen component of the work.

Adjustment of POL (Fuel and Lubricant) Component

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

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

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

F_o = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC nearest to the work site on the day **Schedule of rate SOR(SOR Including time to time amendment issued date)**.

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

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

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

Adjustment for Plant and Machinery Spares component

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

$$V_p = 0.85 \times P_p / 100 \times R_x (P_i - P_o) / P_o$$

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

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

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

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

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

Adjustment of Other Materials Component.

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

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

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, Steel, Bitumen and POL.

M_o = The all India wholesale price index (all commodities) on **Schedule of rate SOR(SOR Including time to time amendment issued date)**, as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

M_i = The all India wholesale price index(all commodities) for the month under consideration as published by the Economic Advisor, DIPP, Ministry of Commerce & Industry Government of India, New Delhi.

P_m = Percentage of local material component (other than Cement, Steel, Bitumen and POL) of the work. Plant and Machinery spares component of the work.

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(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1154 Bhopal dated 23-3-2018) and MP Govt. Order No. F-53/16/2012/19/Yo/1653 Bhopal Date 06/05/2022)

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

S.No	Component	Nature of Work			
		B.T. Road Constructi on	B.T. Renew al	Rigid Pavement Constructio n	Bridge Works
1	2	3	4	5	6
1	Labour component- P_1	10%	10%	10%	20%
2	Cement component - P_c	5%	0%	23%	15%
3	Steel component - P_s	5%	0%	12%	20%
4	Bitumen component- P_b	20%	30%	0%	0%
5	POL component - P_f	10%	10%	10%	10%
6	Plant & Machinery Spares component - P_p	5%	5%	5%	5%
7	Other Materials component- P_m	45%	45%	40%	30%

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

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

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Annexure - S

(See clause 32 at Section 3 -GCC)

Bank Guarantee Form for Mobilization and Construction Machinery Advance

To,

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed 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.

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Annexure -T

(See clause 33 of Section 3 -
GCC)

Bank Guarantee Form for Secured Advance

INDENTURE FOR SECURED ADVANCES

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

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

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

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

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

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

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- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the 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

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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 therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

O/o District Vanopaj Union, North Betul

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Annexure - U

(See clause 35 of Section 3 -GCC)

Physical Completion Certificate

Name of Work:

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

Agreement No:Date

Amount of Contract Rs.....

Name of Agency:

Used M B No.....

Last measurement recorded

- a. Page No.& MB No.
- b. Date
- c. 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

**MANAGING DIRECTOR
DISTRICT VANOPAJ UNION
NORTH BETUL**

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

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

Website : www.mppwd.gov.in

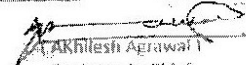
Email: pwbhbp@mp.nic.in

Tel No. 0755-2551485, Fax 2556527

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

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


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


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

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

Copy is forwarded to :

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


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

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

Annexure – V

(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). Agreement amount

Rs. Final Amount paid to contractor Rs.

Incumbency of officers for the work

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

Date of issue :

**MANAGING DIRECTOR
DISTRICT VANOPAJ UNION
NORTH BETUL**

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.¹
- 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.

O/o District Vanopaj Union, North Betul

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- 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.

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

Annexure - X

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक 1196 / 1283/2019/19/यो

भोपाल, दिनांक 31/05/2019

प्रति,

- 1 प्रबन्ध संचालक,
म.प्र. रोड डेवलपमेंट कार्पो. लि.,
भोपाल।
- 2 प्रमुख अभियंता,
लोक निर्माण विभाग,
भोपाल।
- 3 परियोजना संचालक,
लोक निर्माण विभाग,
परियोजना क्रियान्वयन इकाई,
भोपाल।

विषय: भारत सरकार पर्यावरण, वन एवं जलवायु परिवर्तन द्वारा जारी प्लाई ऐश नोटिफिकेशन
3 नवम्बर 2009 यथा संशोधित के प्रभावी क्रियान्वयन हेतु कार्यवाही बाबत।

संदर्भ: 1. म.प्र. शासन पर्यावरण विभाग मंत्रालय बल्लभ भवन का अर्द्धशासकीय पत्र क्रमांक 272
दिनांक 31.01.2019
2. म.प्र. शासन लोक निर्माण विभाग, मंत्रालय भोपाल का पत्र क्रमांक
303/339/2019/ 19/यो दिनांक 08.02.2019

राज्य शासन एतद् द्वारा निर्माण कार्यों में प्लाई ऐश के उपयोग हेतु विभाग में प्रचलित
निविदा प्रपत्र में निम्नलिखित बिन्दुओं को विशेष शर्तों के रूप में सम्मिलित करने का निर्णय
लिया जाता है :-

1. कोल तथा लिग्नाइट आधारित थर्मल पावर इकाईयों के तीन सौ (300) कि.मी. के
रेडियस में सभी सिविल निर्माण कार्यों यथा भवन, सड़क, पलाय ओवर एम्बेकमेंट आदि
में तथा निर्माण उत्पादों यथा ईट, ब्लाक, टाईल्स, सीमेंट-कांक्रीट आदि में प्लाई ऐश
का उपयोग करना अनिवार्य है।
2. कार्यों में लो लाइंग एरिया, बॉरो पिट (Borrow-pit) का भराव टॉप सॉयल के स्थान पर
प्लाई ऐश के उपयोग से किया जाना अनिवार्य है।
3. ताप विद्युत गृह तथा ठेकेदार के मध्य प्लाई ऐश/प्लाई ऐश उत्पादों के उपयोग का
अनुबंध (MOU) निष्पादित किया जाना आवश्यक है।
4. ठेकेदार को प्लाई ऐश उपयोग के संबंध में प्रतिवर्ष वार्षिक रिटर्न प्रस्तुत करना
अनिवार्य होगा।

यह आदेश तत्काल प्रभाव से लागू होगा।

सहपत्र:- शून्य

MO प्रो के राज्यपाल के नाम से
तथा आदेशानुसार

(पी. सी. बारस्कर)
सचिव

MO प्रो शासन, लोक निर्माण विभाग

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

SECTION 4 BILL OF QUANTITIES (BOQ)

General Description of work:

.....
.....

Probable Amount of Contract:

(Rs. In Figure)

(Rs. In Words)

.....

.

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

Total Amount(Rs.In Words).....

.....

**MANAGING DIRECTOR
DISTRICT VANOPAJ UNION
NORTH BETUL**

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

SECTION 5

AGREEMENT FORM

AGREEMENT

This agreement, made on thebetween **MANAGING DIRECTOR DISTRICT VANOPAJ UNION, NORTH BETUL** (name and address of Employer) (hereinafter called "the Employer) and..... (Name and address of contractor) hereinafter called "the Contractor" of the other part.

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

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read 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:

MANAGING DIRECTOR,
District Vanopaj Union, North Betul

Binding Signature of Contractor

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

मध्यप्रदेश शासन लोक निर्माण विभाग मंत्रालय

कमांक 3125/2624/2016/19/यो

भोपाल दिनांक 06/05/2016

प्रति,

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

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

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

—0—

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

सहपत्र:- एक

श्री देवराज
11/5
9/5



म0प्र0 के राज्यपाल के नाम से
तथा आदेशानुसार

(चन्द्रप्रकाश अग्रवाल)

सचिव

म0प्र0 शासन लोक निर्माण विभाग
भोपाल दिनांक 05/05/2016

पृ0 कमांक /2624/2016/19/यो

प्रतिलिपि:-

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

सहपत्र:- शून्य

ह/स

सचिव

म0प्र0 शासन लोक निर्माण विभाग

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

FAX NO. : 2438476

31 Mar. 2016 11:24 P 1



कार्यालय महानिरीक्षक-पंजीयन एवं अधीक्षक मुद्रांक, मध्यप्रदेश, भोपाल
(पंजीयन भवन, प्लॉट 35-ए, अरेरा हिल्ट, जिला न्यायालय के रोड, भोपाल - 462011)

क्रमांक 1502/ तकनीकी-11/2016

भोपाल, दिनांक 22 मार्च, 2016

प्रति

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

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

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

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



पृष्ठांकन क्रमांक 1503/ तकनीकी-11/2016

भोपाल, दिनांक 22 मार्च, 2016

प्रतिलिपि -

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

30 MAR 2016
P.D. P.W.
He. L. K. S. M. P. R. M.



(प्रमोद शंकरभाल)
प्रमुख सचिव
मध्य प्रदेश शासन, लो.नि.वि.
मंत्रालय, भोपाल

महानिरीक्षक पंजीयन
मध्यप्रदेश

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

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

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

O/o District Vanopaj Union, North Betul

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मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

P

क्रमांक एफ-58/5/2012/19/यो/138
प्रति,

भोपाल, दिनांक 08/01/2018

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

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

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

- संदर्भ: 1. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718 दिनांक 16.09.2013
2. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718 दिनांक 29.01.2016
3. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/3567 दिनांक 27.06.2016

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

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

उपरोक्त निर्देश तत्काल प्रभाव से लागू किये जाते हैं।

CE (AP)
CE (P)

11/01/18

प्रकाश
8.1.2018
(चन्द्रप्रकाश अग्रवाल)
सचिव

म0प्र0 शासन, लोक निर्माण विभाग
भोपाल, दिनांक

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

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

259630
12/01/18

भवन

11/01/18

सचिव

म0प्र0 शासन, लोक निर्माण विभाग

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

OFFICE OF THE ENGINEER-IN-CHIEF

MADHYA PRADESH PUBLIC WORKS DEPARTMENT

27-28 Nirman Bhawan Arera Hills, Bhopal (M.P.)

Website : www.mppwd.gov.in

Email: pwwdhop@mp.nic.in

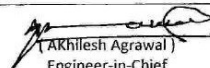
Tel . No. 0755-2551485, Fax 2556527

SCHEDULE OF RATES FOR ROAD & BRIDGE WORKS (w.e.f. 29-08-2017)

(ERRATA/AMMENDMENT/ ADDENDUM No. 2)

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

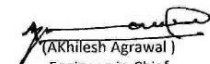
Ref.	Existing text	Ammended text
General Notes Road Works, Note No. 3) Page No. 4	Note No. 3 The rates for any items shall include all such activities which are described in the corresponding items of "Specifications for road and bridge works" (5th Revision). In addition to these activities the rates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


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

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

Copy is forwarded to :

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


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

O/o District Vanopaj Union, North Betul

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मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

क्रमांक एफ-58/5/2012/19/यो/138

भोपाल, दिनांक 08/01/2018

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

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

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

संदर्भ: 1. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718 दिनांक 16.09.2013
2. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718 दिनांक 29.01.2016
3. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/3567 दिनांक 27.06.2016

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

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

उपरोक्त निर्देश तत्काल प्रभाव से लागू किये जाते हैं।

Prakash
8.1.2018
(चन्द्रप्रकाश/अग्रवाल)
सचिव

म0प्र0 शासन, लोक निर्माण विभाग
भोपाल, दिनांक

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

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

सचिव
म0प्र0 शासन, लोक निर्माण विभाग

259630
12/01/18

Prakash
12.1.18
CE अग्रवाल

08-Jan-2018 10:00:00 N:\dofnbetul\Letter 1

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

मध्यप्रदेश शासन
लोक निर्माण विभाग मंत्रालय
भोपाल

क्रमांक ~~रफ~~-53-55-2018-19-को-1154 भोपाल, दिनांक 23../03/2018

— आदेश —

मध्यप्रदेश शासन लोक निर्माण विभाग के आदेश क्रमांक एफ-53/16/2012/19/यो भोपाल, दिनांक 01-01-2014 द्वारा मध्यप्रदेश वर्क्स डिपार्टमेंट मैनुअल 1983 के वॉल्युम-II की अपेण्डिक्स 2.10, 2.10ए, 2.13, 2.13ए, 2.14 एवं 2.14ए के अनुसार लागू प्रपत्रों को विलोपित कर उनके स्थान पर सिर्फ प्रतिशत दर आधारित नवीन निविदा प्रपत्र अपेण्डिक्स 2.10 के रूप में प्रतिस्थापित किया गया था। तदानुसार जारी किये गये नवीन निविदा प्रपत्र (दिनांक 1-1-2014 से लागू) के कतिपय प्रावधानों के संबंध में निविदा स्वीकृति की प्रक्रिया को पारदर्शी बनाने एवं टेण्डर डाक्यूमेंट के संशोधन हेतु शासन द्वारा अपर मुख्य सचिव, जल संसाधन विभाग की अध्यक्षता में गठित समिति द्वारा विचार किया जाकर अनुशंसा की गई हैं।

समिति की अनुशंसाओं के अनुक्रम में राज्य शासन एतद्वारा निविदा प्रपत्र (वर्क्स डिपार्टमेंट मैनुअल वॉल्युम-II की अपेण्डिक्स 2.10) में निम्नानुसार संशोधन करता है :-

- 1 निविदा प्रपत्र की जनरल कंडीशन्स आफ कांट्रैक्ट के वर्तमान क्लॉज 14.1, 14.2 एवं 14.3 को विलोपित करते हुये निम्नानुसार नवीन क्लॉज 14.1, 14.2 एवं 14.3 प्रतिस्थापित किये जाते हैं -

Sl. No.	Existing Provision	Proposed Provision
1.	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.	14.1 The contract is for completion of works and therefore non approval of EOT shall not in any way invalidate the contract. The contractor will have to complete the works. 14.2 In the event of delays attributable to the contractor, the EOT shall not be given by the Engineer-in-Charge and the Liquidated Damages shall be levied from the contractor in accordance with the



O/o District Vanopaj Union, North Betul

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मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

P

क्रमांक एफ-58/5/2012/19/यो/138

भोपाल, दिनांक 08/01/2018

प्रति,

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

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

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

- संदर्भ: 1. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718 दिनांक 16.09.2013
2. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/5718 दिनांक 29.01.2016
3. म.प्र. शासन, लो.नि.वि. के ज्ञाप क्रमांक एफ-58/5/2012/19/यो/3567 दिनांक 27.06.2016

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

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

उपरोक्त निर्देश तत्काल प्रभाव से लागू किये जाते हैं।

CE (MR)

CE (P)

11/01/18

259630

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

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

(चन्द्रप्रकाश अग्रवाल)
सचिव

म0प्र0 शासन, लोक निर्माण विभाग
भोपाल, दिनांक

सचिव

म0प्र0 शासन, लोक निर्माण विभाग

08 Jan-2018 (K/PW/N/S) District Letter L

O/o District Vanopaj Union, North Betul

Email- dfotnbetul@mp.gov.in Phone : 07141-234204

कार्यालय कलेक्टर (स्वनि शाखा) जिला श्योपुर (म.प्र.)

क्र.खनि/3-6/विनिध/2022 / 1256
प्रति,

श्योपुर दि. 10/02/2022

1. कार्यपालन यंत्री, लो.नि.वि. संभाग श्योपुर
2. कार्यपालन यंत्री, लो.नि.वि. पी.आई.यू. श्योपुर
3. महा प्रबंधक, ग्रा.स.वि.प्राधि. पी.आई.यू. श्योपुर
4. कार्यपालन यंत्री, जल संसाधन संभाग श्योपुर
5. कार्यपालन यंत्री ग्रामीण यांत्रिकी सेवा संभाग श्योपुर
6. संभागीय प्रबंधक म.प्र. सड़क विकास निगम, चाबल संभाग, थाटीपुर खालियर
7. कार्यपालन यंत्री, लोक स्वास्थ्य गांत्रिकी, संभाग श्योपुर
8. वनमण्डलाधिकारी वनमण्डल (सामान्य) वनमण्डल श्योपुर
9. उप मुख्य अभियंता, रेल उत्तर मध्य रेलवे झांसी (उ.प्र.)
10. मुख्य नगर पालिका अधिकारी श्योपुर/बडीदा/विजयपुर
11. कार्यलय कार्यपालन यंत्री, परीक्षण संभाग, म.प्र. टॉवर ट्रांसमिशन कंपनी लिमिटेड शिवपुरी म0प्र0 ए.बी. रोड चन्दनपुरा, 220 के.व्ही. उपकेन्द्र शिवपुरी के पास शिवपुरी
12. सचिव, कृषि उपज मण्डी श्योपुर
13. सहायक आयुक्त, आदिम जाति कल्याण विभाग श्योपुर
14. सहायक अभियंता, एम.पी. हाउसिंग एण्ड इन्फ्रास्ट्रक्चर डवलपमेंट बोर्ड सब डिवाजन श्योपुर

विषय :- शासकीय निर्माण विभागों के ठेकेदारों द्वारा "रॉयल्टी चुकता प्रमाण पत्र" प्रस्तुत न करने पर खनिज का बाजार मूल्य वसूल करने बावत्।

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विषयान्तर्गत विभिन्न निर्माण विभागों के द्वारा अथवा निर्माण विभाग के ठेकेदारों द्वारा निर्माण कार्यों में उपयोग किये गये खनिज के संबंध में म0प्र0 खनिज साधन विभाग नोपाल का पत्र क्र.एफ 14-10/2018/12/1 नोपाल दिनांक 15.03.2018 के संदर्भित ज्ञापन में दिनांक 01 अप्रैल 2018 के पश्चात विभिन्न शासकीय निर्माण विभागों द्वारा उपयोग में लाये गये खनिज पर "रॉयल्टी चुकता प्रमाण पत्र" प्राप्त करने के लिये ऑनलाईन व्यवस्था लागू की गई है।

संबंधित निर्माण विभाग अथवा उसके ठेकेदार द्वारा रॉयल्टी चुकता प्रमाण पत्र प्रस्तुत नहीं किये जाने की स्थिति में उपयोग किये गये खनिज का बाजार मूल्य वसूल किये जाने के प्रावधान किये गये हैं। इस संबंध में शासकीय निर्माण विभागों द्वारा समय-समय पर खनिजवार बाजार मूल्य की मांग की जाती रही है।

अतः विभिन्न गौण खनिजों की रॉयल्टी की प्रभावी दरें एवं औसत बाजार मूल्य की जानकारी निम्नानुसार है :-

क्रमांक	खनिज का नाम	खनिज की रॉयल्टी रुपये (प्रति घन मीटर में)	खनिज का बाजार मूल्य रूपये (प्रति घन मीटर में)
1	गिट्टी	120 /- रु. 40 एम.एम. 20 एम.एम. 10 एम.एम. 0 एम.एम.	480 /- रु. 550 /- रु. 440 /- रु. 365 /- रु.
2	बोल्टर	50 /- रु.	250 /- रु.
3	परिष्कृत पत्थर तथा खण्डा ढोका	120 /- रु.	400 /- रु.
4	मुरुम	50 /- रु.	150 /- रु.
5	मिट्टी	50 /- रु.	150 /- रु.
6	(अन्य गौण खनिज) मिट्टी ईंट	100 /- रु.	2250 /- रु.
7	फर्शी पत्थर	350 /- रु.	1200 /- रु.
8	रेत रेत नियम 2019 अनुसार नजदीकी जिला शिवपुरी के पत्र क्र. 7207 शिवपुरी दिनांक 01.01.2021 अनुसार प्रति घन मीटर रेत की रॉयल्टी जुलाई 2019 से जून 2020 तक 848.48 /- रु. प्रति घमी. एवं जुलाई 2020 से जून 2021 तक के लिये 933.33 /- रु. प्रति घमी. है।		1800 /- रु.

उपरोक्तानुसार निर्माण कार्यों के ठेकेदारों द्वारा ऑनलाईन रॉयल्टी क्लीयरेंस प्रस्तुत नहीं करने की स्थिति में चसित देयकों अनुसार उपयोगित खनिज का बाजार मूल्य वसूल कर अविलंब खनिज मद में जमा कराना सुनिश्चित करें।

कलेक्टर

जिला श्योपुर (म.प्र.)

O/o District Vanopaj Union, North Betul

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मुख्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

(114)

क्रमांक एफ-53/55/2018/19/यो

भोपाल, दिनांक

आदेश

राज्य शासन एतन् द्वारा भवन कर्मो हेतु बिज्ड आनयुगीट (अपेन्डिक्स 2 10) के गलीज-31 (प्राईस एडजस्टमेंट) के Annexure-R में शासन द्वारा जारी आदेश क्रमांक एफ-53/55/2018/19/यो/1154 भोपाल दिनांक 23.03.2018 में Annexure-R के अलग-अलग कम्पोनेंट का प्रतिशत निम्नानुसार प्रतिस्थापित करने हेतु संशोधित आदेश जारी करता है :-

1. Labour - P ₁	-	25%
2. Cement - P _c	-	16%
3. Steel - P _s	-	13%
4. Bitumen - P _b	-	0%
5. POI P _i	-	5%
6. Plant & Machinery Spares - P _p	-	5%
7. Other Material - P _m	-	34%
		100%

उपरोक्त संशोधन तत्काल प्रभाव से लागू होंगे। बशिय में आमंत्रित की जाने वाली समस्त निविदाये उपरोक्त संशोधन को सम्मिलित करते हुये आमंत्रित की जाये। जिन कार्यो हेतु वित्तीय निविदाये प्राप्त हो चुकी है अथवा जिनके सम्बंध में अनुबंध निष्पादित किया जा चुका है उन पर यह संशोधन प्रभावशील नहीं होंगे।

शेष शर्तें व्यवहृत रहेंगी।

(पी. सी. चारकर)

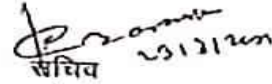
सचिव

महप्रो शासन, लोक निर्माण विभाग

भोपाल, दिनांक 23/03/2018

सू.क्रमांक एफ-53/55/2018/19/यो/1155
प्रतिलिपि:-

1. अपर मुख्य सचिव, महप्र शासन वित्त विभाग, मंत्रालय, भोपाल।
2. अपर मुख्य सचिव, महप्र शासन जल संसाधन विभाग, मंत्रालय, भोपाल।
3. अपर मुख्य सचिव, महप्र शासन, नगरीय विकास प्राधिकरण, भोपाल।
4. अपर मुख्य सचिव, महप्र शासन पंचायत एवं ग्रामीण विकास विभाग, मंत्रालय, भोपाल।
5. प्रमुख सचिव, महप्र शासन, लोक स्वास्थ्य यांत्रिकी विभाग, मंत्रालय, भोपाल।
6. प्रमुख सचिव, महप्र शासन, नगरीय विकास विभाग, मंत्रालय, भोपाल।
7. प्रबंध संचालक, महप्र सड़क विकास निगम, भोपाल।
8. प्रमुख अभियंता, लोक निर्माण विभाग, जल संसाधन विभाग, लोक स्वास्थ्य यांत्रिकी विभाग, ग्रामीण यांत्रिकी सेवा, नगरीय विकास विभाग, भोपाल।
9. परियोजना संचालक, लोक निर्माण विभाग, पीआई.यू., निर्माण भवन, भोपाल।
10. निज सचिव, माननीय मंत्री जी लोक निर्माण विभाग, जल संसाधन विभाग, लोक स्वास्थ्य यांत्रिकी विभाग, ग्रामीण विकास विभाग, भोपाल।


सचिव

महप्रो शासन, लोक निर्माण विभाग

22-Mar-2021 PWD/Order 9

O/o District Vanopaj Union, North Betul

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मध्य प्रदेश शासन
लोक निर्माण विभाग
भोपाल

क्रमांक एफ 53/16/2012/19/यो/1653

भोपाल दिनांक 06/05/2022

— आदेश —

मंत्री-परिषद के निर्णय दिनांक 04.05.2022 के परिपालन में, प्रदेश में निर्माण कार्यों की निविदा आमंत्रित करने हेतु दिनांक 01.01.2014 से लागू नवीन निविदा प्रपत्र में प्रावधानित प्राइज एडजस्टमेंट के क्लास-31 में मूल्य समायोजन राशि (प्राइस एस्केलेशन) की राशि की गणना के लिये राज्य शासन एतद द्वारा निम्नानुसार संशोधन करता है :-

1-निर्माण कार्यों के अनुबंध की अवधि में दी जाने वाली मूल्य समायोजन राशि (प्राइस एस्केलेशन की राशि) की गणना के लिए पूर्व से स्थापित प्रावधान में परिवर्तन करते हुये मूल्य समायोजन (प्राइज एस्केलेशन) की गणना के लिए वर्तमान प्रावधान, निविदा जमा करने के अंतिम तिथि के 28 दिवस पूर्व के स्थान पर एस.ओ.आर (समय-समय पर जारी संशोधन सहित) को जारी करने की दिनांक को प्रचलित विभिन्न निर्माण सामग्रियों के लिए Whole Sale Price Index (WPI), लेबर के लिए Consumer Price Index (CPI) for Industrial Workers एवं POL तथा Bitumen के लिए IOCL की दरों को आधार मान्य किया जावे। (क्लास-31 प्राइज एडजस्टमेंट)

2-उक्त के संबंध में संबंधित विभाग भविष्य में आमंत्रित की जाने वाली निविदाओं के अनुबंधों में उपरोक्तानुसार संशोधन किया जाना सुनिश्चित करें।

म0प्र0 के राज्यपाल के नाम से
तथा आदेशानुसार



(आर.के.मेहरा)

सचिव

मध्यप्रदेश शासन
लोक निर्माण विभाग

6.05.2022