

GOVERNMENT OF MADHYA PRADESH

FOREST DEPARTMENT

DIVISION DINDORI

APPENDIX 2.10

TENDER DOCUMENT

For Percentage Rate only in works departments and other

Departments similar to work departments

(Effective from 29/10/2025)

OFFICE OF THE	Divisional Forest Office Dindori	
N.I.T.No.and Date	2025_MPFD_459166_1	
Agreement Number and Date		
Name of Work	CONSTRUCTION OF BOUNDARY WALL WORK AT DINDORI	
Name of Contractor		
Probable Amount of Contract (Rs. In Figure)	7.61	Lakh
(Rs. In Words)	Rs. Seven Lakh Sixty One Thousand Rupees	
Contract Amount (Rs. In Figure) (Rs. In Words)	Rs. Rs.	
Stipulated Period of Completion	45 Days (1½ Months) (Including Rainy Season)	

TENDER DOCUMENT

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SECTION – 1
Notice Inviting Tender
GOVERNMENT OF MADHYA PRADESH
FOREST DEPARTMENT
DIVISION DINDORI

NIT. No /2025-26 /e-tendering/2025_MPFD_459166_1

Dindori Dated : 29/10/2025

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 (Rs. in lakh)	Period of Completion
1	CONSTRUCTION OF BOUNDARY WALL WORK AT DINDORI	Dindori	7.61	45 Days (1½ Months) (Including Rainy Season)

- Interested bidders can view the detailed NIT on the website <https://mptenders.gov.in/>
- The Bid Document can be purchased only online from Date 29.10.2025 Time 10.30 am to Date 18.11.2025 Time 06.00 pm As provided in the portal (<https://mptenders.gov.in>)
- Amendments to NIT, if any, would be published on website only, and not in newspaper.
- The Affidavit of Rs. 200/- in prescribed format as per **Annexure-B** duly notarized and other mandatory documents along with electronic EMD shall be uploaded online along with the tender as instructed by the Government of Madhya Pradesh, Public Works Department, Vide Order No. 205/प्रस/लोनिवि/20 Bhopal, Dated 03.11.2020.If any bidder fails to upload the above mentioned online then their tender/offer shall stand disqualified.
- The tender document can be purchased only online from the above website after making online payment using credit card or internet banking account. Detailed NIT and other details can be view on the above mentioned portal.

Divisional Forest Officer
Territorial Division Dindori

Notice Inviting Tender
GOVERNMENT OF MADHYA PRDESH
FOREST DEPARTMENT
OFFICE OF THE DIVISIONAL FOREST OFFICER, DINDORI

NIT. No /2025-26 /e-tendering/ **2025_MPFD_459166_1**

Dindori Date :-29/10/2025

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 (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
1	CONSTRUCTI ON OF BOUNDARY WALL WORK AT DINDORI	Dindori	7.61	23,000/-	2000	Centralised PWD Registration	45 Days (1½ Months) (Including Rainy Season)

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

Details can be seen in the Bid Data Sheet The Above details are to be submitted online only

4. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh or other States, PWD. However, such bidders who are not registered with the Government of Madhya Pradesh or other States and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.

- (b) The bidder would be required to have valid registration at the time of signing of the Contract.
- (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
- 5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
- 6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
- 7. **Pre Bid meeting** – A pre bid meeting will be held on Wednesday date 05.11.2025 at 04:00 pm in the Office of the Divisional Forest Officer (T) Dindori (M.P)
- 8. The Bid Document can be purchased only online from Date 29.10.2025 Time 10.30 am to Date 18.11.2025 Time 06.00 pm *As provided in the portal (<https://mptenders.gov.in>)*
- 9. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Divisional Forest Officer
Territorial Division Dindori

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

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

2. General Quality of Work:

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

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

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

4. ONE BID PER BIDDER

4.1 The bidder can be an individual entity.

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

5. Cost of Bidding

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

6. Site Visit and examination of works

The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for Repairing 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 drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.

9. Pre-Bid Meeting (where applicable)

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

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

10. Amendment of Bid Documents

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

C. PREPARATION OF BID

11. The bidders have to submit their bids online as per guidelines given in the portal.

12. DOCUMENTS COMPRISING THE BID

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

Part 1 – This shall be known as **Envelope A** and would apply for all bids. Online **Envelop 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 sign Notarized as per Annexure- “B” (Rs. 200/-) Non-Judicial Stamp
- v) Annexure- “H”
- vi) Active GST Registration Certificate

The above details are to be submitted online only

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

Part 3 – This shall be known as online **Envelope C** and would apply to all bids. **Envelop C** shall contain financial offer in the 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 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 The FDR shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for Twelve months or more after the last date of receipt of bids. However other form(s) of FDR may be allowed by the employer by mentioning it in the bid data sheet.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

SUBMISSION OF BID

18. The bidder is required to submit online bid duly signed digitally.

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

20. Confidentiality

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

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.

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. Additional Performance guarantee will be submitted as per government of MP

P.W.D. Mantralaya Order No. F-53/2/2011/Yo/19/2822 Bhopal Dt. 10/08/2022

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 vent of failure of the successful bidder to submit Performance Security and additional performance security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

24. CORRUPT PRACTICES

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

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

directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

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

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

[End of ITB]

Bid Data Sheet

GENERAL		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	Divisional Forest Officer Dindori
2	NIT No.	2025_MPFD_459166_1
3	Date of NIT	Date 29.10.2025
4	Bid document download available from date & time	Date 29.10.2025 Time 10.30 am to Date 18.11.2025 Time 06.00 pm As provided in the portal (https://mptenders.gov.in)
5	Website link	https://mptenders.gov.in
SECTION 1 - NIT		
NIT CLAUSE	PARTICULARS	DATA
2	Portal Fees (also known as processing fee)	As notified in E-tendering website
3	Cost of Bid Document	Rs. 2000/- (Two Thousand Only)
	Cost of Bid Document Payable at	Online
	Cost of Bid Document In favor of	Divisional Forest Officer Dindori (T) (M.P)
4	Affidavit Format	As per 'Annexure- B'
5	Pre-qualifications required	No
6	Special Eligibility (if yes, prior permission of E-in-C required)	NO
7	Key dates	As per 'Annexure -A'

Bid Data Sheet

SECTION 2 - ITB		
ITB CLAUSE	PARTICULARS	DATA
1	Name of the 'Work'	CONSTRUCTION OF BOUNDARY WALL WORK AT DINDORI
2	Specifications & SOR	As per 'Annexure – E' in addition to as below: (a) Stipulation of SOR for Building work w.e.f. 01-01-2024 and its amendments Issued up to date of N.I.T
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed.	NO
5	Pre-Bid Meeting (where applicable)	Pre-Bid meeting shall be held on Wednesday date 05.11.2025 at 04:00 am in the Office of the Divisional Forest Officer(T) Dindori (M.P) .
6	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. Active GST Registration Certificate	To be submitted Online only along with Tender Form.
7	Envelope-B Technical Proposal	As per 'Annexure - I' (Format I-3 I-4 & I-5) Note:- Requirement as regard to Key technical personnel, key Lab equipment & Repairing 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 currency of the contract may attract penalties.
8	Envelope-C Financial Bid	As per 'Annexure - J '
	Materials to be issued by the department	As per 'Annexure - K'
9	Period of Validity of Bid	45 Days

Bid Data Sheet

ITB CLAUSE	PARTICULARS	DATA
17	Earnest Money Deposit	23000/-
	Forms of Earnest Money Deposit	e-EMD (To be submitted Online)
	EMD valid for a period of	Twelve months or more
	FDR must be drawn in favour of	Divisional Forest Officer Territorial Dindori
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	5% of the Contract Amount for building works.
	Additional Performance Security, if any	Lowest rate received more than 10% below SOR will be treated as unworkable rates and Additional Performance guarantee: 2(i) लागू एसओआर की तुलना में प्राप्त न्यूनतम निविदा दर (एल-1) 10 प्रतिशत से अधिक नीचे (more than ten Percent below) होने पर निविदा दर पर अव्यवहारिक दर (unworkable rates) माना जावेगा। अव्यवहारिक दरें (unworkable rates) प्राप्त होने पर सफलतम निविदाकार (एल-1) से प्राप्त निविदा राशि (Contract Amount) एवं एस.ओ.आर. से 10 प्रतिशत कम की निविदा राशि (Cost of PAC@ 10 percent below) के अन्तर की राशि अतिरिक्त परफार्मेंस गारंटी (Additional Performance Guarantee) के रूप में ली जावें। as per Govt. of MP PWD Mantralay Order No. F-53/2/2011/यो/19/2822 Bhopal Dt.10/08/2022
	Performance Security in the format	As per 'Annexure- M-1'
	Performance Security in favor of	Divisional Forest Officer, Dindori
	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)

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

NIT. No /2025-26 /e-tendering/2025_MPFDD_459166_1

Dated : 04/10/2025

KEY DATES

Sr. No.	Work Department Stage	Start		Expiry	
		Date	Time	Date	Time
1	Publishing Date	29.10.2025	10:00 AM		
2	Document Download/Sale start date	29.10.2025	10:30 AM		
3	Seek Clarification start date	-	-	-	-
4	Seek Clarification End date	-	-	-	-
5	Pre Bid Meeting Date	05-11-2025 Time 04:00 Am			
6	Bid Submission Start Date	29.10.2025	10:30 AM		
7	Bid Submission Closing Date	18.11.2025	06:00 PM		
8	Bid Opening Date (TECHNICAL)	20.11.2025	11:00 AM		

Divisional Forest Officer
Territorial Division Dindori

Annexure - B
|| AFFIDAVIT ||
(To be contained in Envelope A)
(On Non Judicial Stamp of Rs.200)

I /We,.....who is..... (status in the firm/ company) and competent for submission of the affidavit on behalf of(contractor) do solemnly firm 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-tender
.....
.....
..... (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/ digitally signed documents given in the bid Document are fully true and authentic.
2. That: a. Information regarding financial qualification and annual turnover, submitted Online is correct.
 b. Information regarding various technical qualifications, Submitted online is Correct.
3. No close relative of the undersigned and our firm/company is working in the Department. OR Following close relatives are working in the department: Name NilPost NilPresent PostingNil

Signature with Seal of the Deponent (bidder)

I,..... Above deponent do here by certify that the facts Mentioned in above paras1 to 3 are correct to the best of my knowledge and belief. In the Even to fany information is found to be incorrect/ untrue or found violated, then without giving any prior notice our bid shall be liable for rejection or termination of contract, without prejudice to any other rights or remedy including the forfeiture of the bid Security/performance security.

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

Signature with Seal of the Deponent (bidder)

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

PRE-QUALIFICATIONS CRITERIA

Not Applicable / not required because probable Amount of Contract is less than `1 Crore

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

SPECIAL ELIGIBILITY CRITERIA

Not Applicable / not required because probable Amount of Contract is less than `1 Crore

Specifications

- 1. Stipulation of SOR for Building work w.e.f. 01-01-2024 and its amendments Issued up to date of N.I.T**
- 2. National Building Code.**

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

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

PROCEDURE FOR PARTICIPATION IN E-TENDERING

1. Registration of Bidders on E-Tendering Portal:

All the Contractors registered under Centralized Registration System (CRS) of PWD or the Contractors having applied under CRS shall be eligible for tendering in the designated portal (<https://mptenders.gov.in>). However the Bidders registered under CRS shall also be required to register themselves in this portal as per guidelines shown on the portal.

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.

2. Preparation and Submission of Bids:

The Bidders have to prepare their Bids and submit the Bids online as per procedure given in the portal.

3. Purchase of bid Documents:

For purchasing the bid document, bidders are to pay online as per details given in the portal.

4. Withdrawal Substitution and Modification of Bids:

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

Annexure – G
(See Clouse-4 of Section 2 – ITB)

JOINT VENTURE (J.V.)

Not Allowed.

Annexure – H

(See Clouse-12 of Section 2 – ITB& Clouse 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: _

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

Envelope - B, Technical Proposal

Technical Proposal shall comprise the following documents:

S. No	Particulars	Details to be submitted
1	List of technical personnel for the key positions	Annexure - I (Format: I-1)
2	List of Key equipment / machines for quality control labs	Annexure - I (Format: I-2)
3	List of Key equipment / machines for Repairing work	Annexure - I (Format: I-3)

Note:

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

Annexure-I (Format I-1)

(See Clause 14 of Section 2- ITB & Clause 6 of GCC)

LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS IN BUILDING WORKS OF FOREST DEPT.

Probable Amount of Contract in Rs. Crores	Key Position	Minimum Requirement					Available with the Bidder				
		Minimum Number Required	Qualification	Age	Similar Work Experience	Status	Name of Personnel	Qualification	Age	Similar Work Experience	Status
Up to 2 Cr.	Technologist	1	Diploma Civil	21	2 Years	Full Time					
2 Cr. to 10 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	As & When Required					
10 Cr. to 50 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time					
	Technologist	1	Diploma Civil	24	5 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	As & When Required					
For each additional 50 Cr.	Engineer	1	B.E. Civil	23	2 Years	Full Time					
	Engineer	1	B.E. (E&M)	23	2 Years	Full Time					
	Technologist	2	Diploma Civil	21	2 Years	Full Time					
	Technologist	1	Diploma (E&M)	21	2 Years	Full Time					

Annexure-1 (Format I-2)

(See Clause 14 of Section 2- ITB & GCC Clause 17)

**LIST OF EQUIPMENTS / MACHINES FOR QUALITY CONTROL LABS FOR BUILDING WORKS IN
PWD (B) COSTING UPTO RS. 10 CRORES**

S. No.	Minimum Requirement		Qty. Available with the Bidder
	Name of Quality Control Equipment / Machine	Qty.	
1	Balances i. 7 kg to 10 kg Capacity, Semi Self indicating type, Accuracy 10 gm. ii. 500 gm. Capacity, Semi Self indicating type, Accuracy 1gm. iii. Pan Balance - 5 kg. Capacity, Accuracy 10gm.	1 Set	
2.	Ovens- Electrically operated thermostatically controlled up to 110°C. Sensitivity 1°C.	1 Set	
3.	Sieves : As per IS 460- 1962 i. IS Sieves- 450 mm internal dia of sizes 100mm , 80 mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan. ii. IS Sieves- 200 mm internal dia (brass frame) consisting of 2.36mm, 118mm, 600microns, 425 microns, 300microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.	1 Set	
4	Sieve shaker capable of 200 mm and 300 mm dia sieves manually operated with timing switch assembly.	1 Set	
5	Equipment for slump test slump cone, steel plate tamping rod, steel scale, scoop.	1 Set	
6	Dial gauges 25mm travel- 0.01 mm/ division least count - 2Nos.	1 Set	
7	100 tones compression testing machine, electrical cum manually operated.	1 Set	
8	Graduated measuring cylinders 200 ml capacity- 3 Nos.	1 Set	
9	Enamel trays (for efflorescence test for bricks) i. 300mmx250mmx40mm-2Nos. ii. Circular plates of 250 mm dia - 4 Nos.	1 Set	

Note :

- For work costing (PAC) above 10 Cr. Additional sets shall be made available as per requirement as per modified list attached.**
- Aforesaid criteria are part of technical bid but not part of prequalification above minimum requirement are to be fulfilled by the contractor. Recovery as per GCC clause 17 shall be made, if above minimum requirement are not fulfilled.**

Annexure-I (Format I-3)

(See Clause-14 of Section - 2 -ITB)

LIST OF KEY REPAIRING EQUIPMENTS/ MACHINES FOR BUILDING WORKS IN PIU

Probable Amount of Contract (PAC)	S.No.	Minimum Requirement		Available with the Bidder
		Name of Repairing Equipment/ Machinery	Quantity	
Upto 2.00 Crs.	1	Concrete Mechanical Mixer with hopper (1 Cum capacity minimum)	1 No.	
	2	Plate Vibrator	2 Nos.	
	3	Diesel/ Electric Pin Vibrator	2 Nos.	
	4	Fully well equipped lab	1 No.	
	5	Curing pump of 1.5 hp capacity with set of pipe	1 No.	
	6	Steel Shuttering plates/ centering pipes	100 Sqm.	
	7	Auto Label instrument	1 No.	
2.00 Crs. to 10.00 Crs.	1	Concrete Mechanical Mizer with hopper	2 Nos.	
	2	Concrete weight batcher minimum 30 Cubic Meter Capacity (as an when required)	1 No.	
	3	Plate Vibrator	3 Nos.	
	4	Diesel/ Electric Pin Vibrator	3 Nos.	
	5	Fully well equipped lab	1 No.	
	6	Curing pump of 1.5 hp capacity with set of pipe	2 Nos.	
	7	Steel Shuttering plates/ centering pipes	1000 Sqm.	
	8	Auto level intrument	1 No.	
10.00 Crs. to 50 Crs.	1	Concrete Mechanical Mizer with hopper	3 Nos.	
	2	Concrete weigh batcher minimum 30 cubic meter capacity	2 Nos.	
	3	Plate Vibrator	4 Nos.	
	4	Diesel/ Electric pin Vibrator	4 Nos.	
	5	Fully well equipped lab	1 No.	
	6	Curing pump of 1.5 hp capacity with set of pipe	3 Nos.	
	7	Steel Shuttering plates/ centering pipes	1500 Sqm.	
	8	Auto level instrument.	1 No.	

Note : For work costing above Rs. 50.00 Cr. additional equipments / machines shall be deployed as per requirement.

Annexure – J
(See Clouse-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 (in figures) _____ (in words) _____ percent below or above or at par** based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of 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

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

MATERIALS TO BE ISSUED BY THE DEPARTMENT

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

Annexure – L

(See Clouse-21 of Section 2 – ITB)

LETTER OF ACCEPTANCE**No.** _____**Dated**

To,

M/s..... _

(Name and address of the contractor)

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

-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 DFO for taking the possession of site and necessary instructions to start the work.

Yours Faithfully

Divisional Forest Officer,
Dindori

Annexure-M**BID SECURITY (BANK GUARANTEE)**

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

KNOW ALL 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 _____ (name of the Divisional Forest Officer) in the sum of _____ * for which payment well and truly to be made to the said name of the Divisional Forest Officer 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 the name of the Divisional Forest Officer 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 (name of the Divisional Forest Officer) up to the above amount upon receipt of his first written demand, without the (name of the Divisional

Forest Officer) having to substantiate his demand, provided that in his demand of (name of the Divisional Forest Officer) 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 (name of the Divisional Forest Officer), notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE_____

SIGNATURE _____

WITNESS_____

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 Twelve Months or more.

Annexure – M-1

(See Clouse-22 of Section 2 – ITB)

PERFORMANCE SECURITY**To**

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

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

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

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

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

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

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

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

Signature, Name and Seal of the guarantor

Name of Bank

Address

Phone No., Fax No., E-mail Address, of Signing Authority

Date

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

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

Claus e 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
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 DFO 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 Repairing Machinery Advance
12	Dispute Resolution System	33	Secured Advance
	B. Time Control	34	Payments Certificates
13	Program		E. Finishing the Contract
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	Final Account
16	Contractor's quoted percentage		F. Other Conditions of Contract
	C. Quality Control	37	Currencies
17	Tests	38	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

A. General

1. DEFINITIONS

- 1.1. Bill of Quantities: means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. Conservator of forest : Means Chief of the conservancy concerned.
- 1.3. Completion: means completion of the work as certified by the DFO in accordance with provisions of agreement.
- 1.4. Contract: means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. Contract Data: means the documents and other information which comprise of the Contract.
- 1.6 Contractor: means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7. Contractor's bid: means the completed bid document submitted by the Contractor to the Employer.
- 1.8. Contract amount: means the amount of contract worked out on the basis of accepted bid.
- 1.9. Completion of work: means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. Day: means the calendar day.
- 1.11. Defect: means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. Department: means Department of the State Government viz. Forest, Water Resources Department, Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organization which adopts this document.
- 1.13. Drawings: means drawing including calculations and other information provided or approved by the DFO.
- 1.14. Employer: means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.
- 1.15 Division Forest Officer (DFO): Means Chief of the Division concerned.
- 1.16 DFO in charge: Means the person named in the Contract Data.
- 1.17 Equipment: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18 Government: means Government of Madhya Pradesh.
- 1.19 In Writing: means communicated in written form and delivered against receipt.
- 1.20 Material: means all supplies, including consumables, used by the Contractor for incorporation in the work.

- 1.21. Range Officer : Means Work Monitoring officer in concerned range .
- 1.22. Stipulated period of completion: means the period in which the Contractor is required to complete the work. The stipulated period is specified in the Contract Data.
- 1.23. Specification: means the specification of the work included in the Contract and any modification or addition made or approved by the DFO.
- 1.24. Start Date: means the date of signing of agreement for the work.
- 1.25. Sub-Contractor: means a person or corporate body who has a Contract with the Contractor, duly authorized to carry out a part of the Repairing work under the Contract.
- 1.26. Temporary Work: means work designed, constructed, installed, and removed by the Contractor that are needed for Repairing or installation of the work.
- 1.27. Tender/Bid, Tender/Bidder: are the synonyms and carry the same meaning where ever used.
- 1.28. Variation: means any change in the work which is instructed or approved as variation under this contract.
- 1.29. Work: The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

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

2.2 Documents Forming Part of Contract:

1. NIT with all amendments.
2. Instructions to Bidders (ITB, Bid Data Sheet with all 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 DFO 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 DFO shall be as per the details given in the Contract Data. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to DFO

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

6. Personnel

- 6.1** The Contractor shall employ for the Repairing work and routine maintenance the technical personnel as provided in the Annexure 1-3 of Bid Data Sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2** If the Range Officer 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 radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - (IV) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- 7.2. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

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

- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents 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 DFO.

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 DFO.

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 DFO of such discoveries and carry out the DFO's instructions for dealing with them.

12. Dispute Resolution System

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

- 12.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.
- 12.3 The Competent Authority shall decide the matter within 45 days.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract Data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh *Madhyastham Adhikaran Adhiniyam, 1983*.
- 12.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control

13. Program

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the DFO for approval a Program showing the general methods, arrangements, order and timing for all the activities for the Repairing of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Program.
- 13.3 An update of the Program shall be a Program show in 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 DFO for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the DFO may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 13.5 The DFO's approval of the Program 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 DFO 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 DFO 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. Order No. 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 DFO shall retain from the bills of the Contractor amount equal to the liquidated damages payable until the Contractor makes such delays good. However, the DFO 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 DFO 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:

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

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

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

18. Correction of Defects noticed during the Defect Liability Period

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

18.2 The Contractor shall promptly rectify all defects pointed out by the DFO 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 DFO, within the time specified by the DFO, the DFO 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 DFO 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 DFO, 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

20.1 All such items which are not included in the priced BOO 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 BOO and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
- c. If the rates for the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOO) 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 o 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 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 DFO 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 DFO, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out; the DFO 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 DFO 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.
- 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.
- 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 DFO

- 27.1 If the Contractor fails to carry out any obligation under the Contract, the DFO may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2 The DFO 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 reRepairing 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 DFO 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 DFO 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 DFO may terminate the Contract immediately.
- 27.4 Notwithstanding the above, the DFO may terminate the Contract for convenience by giving notice to the Contractor

28. Payment upon Termination

- 28.1 If the contract is terminated under clause 27.3, the DFO shall issue a certificate for The value of the work done less Advance Payments received upto 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 DFO shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3 If the total amount due to the Employer exceeds any payment due to .the Contractor, the difference shall be recovered as per clause 24 above.

29. Performance Security

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

30. Security Deposit-

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

$R =$ 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)

32. Mobilization and Repairing Machinery Advance

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

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

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

32.4 The Repairing machinery advance, if applicable, shall be limited to 80% of the cost of Repairing machinery and admissible only for new Repairing 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 DFO 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 Repairing work:

- (a) The Contractor shall submit to the DFO 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 DFO 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 DFO.
- (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 DFO may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h), Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- (i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

E. Finishing the Contract

35. Completion Certificate

- 35.1 A Completion Certificate in the prescribed format in Contract Data shall be issued by the DFO 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 DFO-in- Charge.

36. Final Account

- 36.1 The Contractor shall supply the Range officer 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 Range officer 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 Range officer 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 Range 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 DFO 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 DFO, deliver to the DFO a return in detail, in such form and at such intervals as the DFO may prescribe, showing the staff and then umbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the DFO 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 Repairing industry are given in the Contract Data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments .. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions 'stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the DFO/Employer shall have the right to deduct from any money due to the Contractor including his ~amount of performance security. The Employer/DFO shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

40. Audit and Technical Examination

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not to, have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the Contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the Contractor.

41. Death or Permanent Invalidity of Contractor

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

42. Jurisdiction

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

[End of GCC]

Contract Data Sheet

A.

GCC Clause	Particulars		Data
1.14	Employer		Divisional Forest Officer Dindori
1.15	DFO		DINDORI
1.16	DFO in Charge		DINDORI
1.22	Stipulated Period of Completion		45 Days (1½ Months) (Including Rainy Season)
3	Language & Law of Contract		English & Indian Contract Act 1872
4	Address & contact details of the Contractor		As per 'Annexure-H'
	Address & contact details of the Employer/ DFO – phone, Fax, e-mail.		Divisional Forest Officer Dindori email:- dfotddori@mp.gov.in
5	Subcontracting permitted for the Contract Value		More than Rs. Five Crores.
6	Technical Personnel to be provided by the contractor		As per 'Annexure-I' (Format I-3)
10	Specifications		As per 'Annexure - E'
12	Competent Authority for deciding dispute under Dispute Resolution System		DFO Dindori
	Appellate Authority for deciding dispute under Dispute Resolution System		CF/CCF Jabalpur Circle
13	Period for submission of updated Repairing program		(a) Every 30 Days or (b) at the end of every milestone, whichever is less
14	Competent Authority for granting Time Extension		DFO Dindori
15	Milestones laid down for the contract		No

GCC Clause	Particulars		Data
	Liquidated damage		As per 'Annexure - P'
16	List of equipment for lab		As per 'Annexure - Q'
	Time to establish lab		15 days from date of signing of the Agreement
	Penalty for not establishing field Laboratory		1% of Contract Amount per month, subject to a maximum of Rs. 50,000/- per month of delay
17	Defect Liability Period		As below: (A) For Building works - 3Years Note: In accordance with clause 18 the defect observed in the works during the Defect Liability Period shall be intimated by the DFO-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 DFO by way of- (a) deploying departmental labor and material or (b) engaging a contractor by issuing a work order at contract rate/SOR rate or (c) sanctioning supplementary work in a existing agreement to a contractor for zonal works or

GCC Clause	Particulars		Data
			other similar work or (d) inviting open tender or (e) combination of above The DFO 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 (Amended vide Govt. memo No.) 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)
21	Competent Authority for determining the rate		SDO of concerned Sub-Division
27	Any other condition for breach of contract		Yes as below: If the contractor fails to achieve 50% financial progress in first 25 days.
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 against Performance Security shall be taken for a period as mentioned below – (a) Works having Performance Guarantee of 5 Years- Repairing Period + 3 Years + 3 Months. (b) Works having Performance Guarantee of 3 Years- Repairing Period + 2 Years + 3 Months.

GCC Clause	Particulars		Data
			(c) Works having Performance Guarantee of 1 Years- Repairing Period + 1 Years + 3 Months. It is clarified that in case the Repairing 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 5% of Gross Amount of Running Bill
	30.2) Maximum limit of deduction of Security Deposit		Up to 5% 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		As per Annexure R and as below: (a) The price Adjustment shall apply only in respect of Labour, Cement, Steel, Bitumen , Plant & Machinery Spares, POL and Other Materials components. (b) Price Adjustment shall be applicable only in case of Probable Amount of Contract (PAC) in NIT is more than Rs ten Cr. This clause shall not have any bearing with the Contract Amount.
32	Clause 32.1 Mobilization and Repairing Machinery Advance Applicable		No Mobilization and Repairing 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		DFO Dindori
39	Salient features of some of the major labour laws that are applicable		As per 'Annexure-W'
41	Competent Authority		DFO Dindori

Section- 3 Part-II (b)

SPECIAL CONDITION FOR BUILDING WORKS IN PWD, PIU

1. It is clarified that security deposit can only be refunded after end of P.G. period (Defect Liability Period), only when the **DFO Dindori or CF Jabalpur Circle** has inspected the work and has recommended for refund of security deposit with speaking order.
2. SOR applicable for building works shall be the SOR for Building Works (Civil & Electrical both) issued on 01.01.2024 by the Engineer-in-Chief (B), PWD with amendments upto 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. The pre-qualification (PQ) limit (NIT Clause-5) for building work shall be Rs. 100.00 (One Hundred) lacs. The pre-qualification (PQ) limit mentioned elsewhere in the bid document (Bid Data Sheet issued vide Govt. of M.P., PWD letter no. 53/16/2012/19/P/526, dated 06/02/2014) shall stand superseded with this special condition.
4. 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 white wash/colour wash all elements of building at the end of defect liability period at his own cost (no payment shall be made for this) with one coat of the same material (white wash/colour wash & 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 **DFO Dindori or CF Jabalpur Circle** 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.
5. Building shall periodically be inspected jointly by the contractor and **SDO Dindori** or their authorized representative twice a year out of which one inspection shall take place during rainy months of July-August-September to take note of seepage/leakage and inspection note shall be issued by the **SDO Dindori** 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 the **DFO Dindori or CF Jabalpur Circle**. 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.

6. "Minimum Health and Safety requirement dated 20/11/2015" (Section-3 Part-II (d)) shall be applicable.
7. In case similar rates are received from two or more bidder, it will be decided by lottery.
8. Bidder will be bound to execute maintenance work which may increase by upto 25% as per requirement at the time of work. Bidder has to execute such work at same rate (percentage below/above) that he/she has quoted.

Section - 3 Part-II (c)

Special Conditions of Contract for MEP Works.

Not applicable / Not required.

Section - 3 Part-II (d)

SPECIAL CONDITIONS FOR SAFETY MEASURES IN BUILDING WORKS

General

- I. The Contractor shall comply with all the requirements of "The Building and other Repairing 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 Repairing and erection.
- III. The contractor shall have the approved Safety, Health and Environment (SHE), Policy in respect of Safety and health of Building workers and it shall be circulated widely and displayed at conspicuous place in Hindi and local language understood by the majority of the workers. A copy of the safety policy should be submitted to Engineer-in-Charge.
- IV. The contractor shall prepare the safety plan comprising of 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 Repairing 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 Repairing worker (Regulations of Employment and Condition of Service) Central Rule 1998. Their health records shall be maintained accordingly and to be submitted to Engineer when asked for. If any worker is found suffering from occupational health hazard, the worker should be shifted to suitable place of working and properly treated

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

- XI. First Aid boxes equipped with requisites articles as specified in the Rule 231 of the Building and Other Repairing worker (Regulation of Employment and Condition of Service) Central Rule 12998 shall be provided at Repairing 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 Repairing 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 fail 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 building, which may cause fail of workers of 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 Excusive 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 failing materials, articles or objects is roped off or condoned off or otherwise suitably guarded from inadvertent entry of any person.

Wherever there is a possibility of falling of any material, equipment or Repairing workers while working at heights, a suitable and adequate safety not should be provided. The safety net should be in accordance with BIS Standards.

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

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

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

Whenever the worker are exposed to the hazard of failing from height the contractor shall provide full harmless 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 failing of any material equipment of Repairing 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 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 arising 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 constrictor 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 is 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 Repairing 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 with may electrical or apparatus. Machines or like electrical circuits which may cause electrical hazards during the constructions 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 Repairing works are provide with earth leakage circuit breakers.

Excavation

The contractor shall are take all necessary measure during excavation to prevent the hazards of failing or sliding of material or article from any bank or side of such excavation 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 failing 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 Construction 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 least 2 days safety training from any reputed organization or from OWNER/MPPWD before resuming the work. If already trained in past the declaration along the training certificate to be furnished to OWNER/MPPWD safety officer.
- 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.

Reporting of Accident and Investigation

In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any near miss, minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer, OWNER/MPPWD Safety Officer with a copy to OWNER/MPPWD Head of Project in the prescribed form and also to all the authorities envisaged under the applicable laws.

Right to stop Work

- i) The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and /or property/and/or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within in 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

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.

Fire Protection

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

- i) If the contractor falls in providing safe working environment as per the safety rules of Owner/MPPWD or continues the work even after being instructed to stop the work by the engineer as provided in clause 7.17.00(i) above the contractor shall be penalised at the rate of Rs.25000/per day or part thereof till the instructions are complied with and so certified by the engineer however in case of accident the provisions contained in sub -clause 19.00(ii) below shall also apply in addition to the penalties mentioned in the sub

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 Tagets 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 Stattory legislations.
14. Issue of PPEs to employees, Periodicity / stock on hand etc.

Annexure – N

(See Clouse-10 of Section 3 – GCC)

DRAWING

List of Drawing ;-

The drawings & design for Rigid Pavement/ Flexible Pavement/Culvert/Bridges shall be proposed & submitted by the contractor which shall be scrutinized & approved by competent authority of department & will be issued to contractor for execution.

Annexure – O

(See Clause-15 of Section 3 – GCC)

DETAILS OF MILESTONES

Particulars	Data
details of Milestones	--Nil--

Annexure – P

(See Clause-15 of Section 3 – GCC)

Compensation for Delay

If the contractor fails to complete the work in 45 days, 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 **DFO (T) Dindori** shall be final and binding upon both the parties

Annexure – Q

(See Clouse-17 of Section 3 – GCC)

LIST OF EQUIPMENT FOR QUALITY CONTROL AB

No.	Minimum Requirement		Qty. Available with the Bidder
	Name of Quality Control Equipments/ Machine	Qty.	
1	Balances i. 7 kg to 10 kg Capacity, Semi Self indicating type, Accuracy 10 gm. ii. 500 gm. Capacity, Semi Self indicating type, Accuracy 1gm. iii. Pan Balance - 5 kg. Capacity, Accuracy 10gm.	1 Set	
2.	Ovens- Electrically operated thermostatically controlled upto 110°C. Sensitivity 1°C.	1 Set	
3.	Sieves : As per IS 460- 1962 i. IS Sieves- 450 mm internal dia of sizes 100mm , 80 mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan. ii. IS Sieves- 200 mm internal dia (brass frame) consisting of 2.36mm, 118mm, 600microns, 425 microns, 300microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.	1 Set	
4	Sieve shaker capable of 200 mm and 300 mm dia sieves manually operated with timing switch assembly.	1 Set	
5	Equipment for slump test slump cone, steel plate tamping rod, steel scale, scoop.	1 Set	
6	Dial gauges 25mm travel- 0.01 mm/ division least count - 2Nos.	1 Set	
7	100 tones compression testing machine, electrical cum manually operated.	1 Set	
8	Graduated measuring cylinders 200 ml capacity- 3 Nos.	1 Set	
9	Enamel trays (for efflorescence test for bricks) i. 300mmx250mmx40mm-2Nos. ii. Circular plates of 250 mm dia - 4 Nos.	1 Set	

Note :

- 1. For work costing (PAC) above 10 Cr. Additional sets shall be made available as per requirement as per modified list attached.**
- 2. Aforesaid criteria are part of technical bid but not part of prequalification above minimum requirement are to be fulfilled by the contractor. Recovery as per GCC clause 17 shall be made, if above minimum requirement are not fulfilled.**

Annexure- 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 28 days preceding the date of opening of Technical Bids 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:

$V_C = 0.85 \times P_C / 100 \times R (C_1 - C_0) / C_0$

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

$C_o =$ The all India wholesale price index for Pozzolana Cement 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.

$C_1 =$ 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:

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

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

$S_0 =$ The all India wholesale price index for mild steel long products / flats 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.

$S_i =$ 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:

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

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:

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

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 28 days prior to the date of opening of Technical Bids.

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

- (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 Repairing 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 Repairing 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 Repairing 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:

- $V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$
- $V_m =$ Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, Steel, Bitumen and POL.
- $M_o =$ The all India wholesale price index (all commodities) on 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.
- $M_i =$ 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.

(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1154 bhopal dated 23-3-2018)

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

S.No.	Component	Nature of Work			
		B.T. Road Construction	B.T. Renewal	Rigid Pavement Construction	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)

Annexure - S
(See clause 32 at Section 3 -GCC)

Bank Guarantee Form for Mobilization and Repairing Machinery Advance

Not Required

Annexure -T

(See clause 33 of Section 3 -GCC)

Bank Guarantee Form for Secured Advance

INDENTURE FOR SECURED ADVANCES

Not Required

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

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 myability that the work has been done properly.

Date of issue

Divisional Forest Officer,
Territorial Division Dindori

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

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

Agreement amount Rs.....

Final Amount paid to contractor Rs.....

Incumbency of officers for the work

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

Date of issue

Divisional Forest Officer,
 Territorial Division Dindori

Annexure - W*(See clause 39 of Section 3 -GCC)***SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE**

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

- i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or Closing down the establishment. •
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, LOA, 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 Repairing 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 Repairing 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 Repairing 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 Repairing as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or Repairing work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

SECTION 3

Conditions of Contract

Part - II Special Conditions of Contract [SCC]

- 1) All concrete pavement work is required to be done using**
 - a) Slip form paver equipped with electronic sensor**
 - b) Fully computerized RMC plant of adequate capacity**
 - c) Mechanical arrangement for texturing**
- 2) The firm shall have to make adequate arrangement for proper regulation of traffic so that no traffic plies on freshly laid PQC at least for 15 days and shall make adequate arrangement for uninterrupted movement of traffic during the progress of work for which no extra shall be payable.**
- 3) The list of key equipments 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.**

SECTION 4

BILL OF QUANTITIES (BOQ)

General Description of work:

CONSTRUCTION OF BOUNDARY WALL WORK AT DINDORI

Probable Amount of Contract: 7.61 lakh

(Rs. In Figure):- 7.61 lakh

[illegible]

5	5.1/p-45	Providing and laying in position specified grade of reinforced cement concrete (with 20mm nominal size graded stone aggregate) excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :								
	5.1.1	Cement concrete grade M-20 (Nominal mix) with 20 mm maximum								
		F1	4.0	0.90	0.90	0.30	0.972			
		UP TO PLINTH LVL C1	4.0	0.30	0.20	2.90	0.696			
		PB-1	3.0	3.00	0.20	0.30	0.540			
		top wall beam	1.0	9.00	0.20	0.10	0.180			
		Total Qty.					2.388	6153.00	cum	14693.36
6	5.9.1/p-76	Centering and shuttering including strutting, propping etc. and removal of form for								
	5.9.1	Foundations, footings, bases of columns etc. for mass concrete								
		F1(0.9x4=3.60 M)	4.0	3.60		0.30	4.320			
		Total Qty.					4.320	190.60	Sqm	823.39
7	5.9.6/p-77	Centering and shuttering including strutting, propping etc. and removal of form for :								
		Columns, pillars, piers, Abutments, posts and Struts								
		C1:- L-0.23x2+0.30x2=1.06 m	4.0	1.06		2.90	12.296			
		Total Qty.					12.296	471.20	Sqm	5793.88
8	5.9.5/p-77	Centering and shuttering including strutting; propping etc. and removal of form for:								
		Lintels, beams, plinth beams, girders, bressumers and cantilevers								
	sides	PB-1 sides	6.0	3.00		0.30	5.400			
		PB-1	2.0	9.00		0.10	1.800			
		Total Qty.					7.200	356.00	Sqm	2563.20
9	5.16.1/p-78	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire upto floor two level including all wast etc complete								
		Mild steel and Medium Tensile steel bars.								
		Steel 120 kg/m3					286.56			
		Total Qty.					286.56	78.00	Kg	22351.68
10	6.6.2/p-	Brick work with well brunt open bhatta, bricks, crushing strength not less than 25kg / cm2 and water absorption not more than 20% in superstructure above plinth level and up to floor two level i/c curing etc complete.								

		wall	3.0	3.00	0.20	1.80	3.240			
							3.240	4350.00	cum	14094.00
11	13.2 P - 397	15mm cement plaster on the rough side of side of single or half brick wall of mix								
		1:4(1cement: 4 fine sand)								
		outer back side L/w	2.0	9.80		1.70	33.320			
		top in plaster as pointing type	1.0	9.80		0.20	1.960			
		Total Qty.					35.280	168.00	Sqm	5927.04
12	13.51/p-404	Finishing walls with textured exterior paint of required shade New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including base coat of water proofing cement paint applied @ 2.20kg/10 sqm								
							35.280	132.00	Sqm	4656.96
13	5.24 /p-80	Providing for plaster drip course/ groove in plastered surface or moulding to R.C.C. projections.	1.0	60.00			60.000	18.50	rm	1110.00
		One Pannel of cost for (L-9.8m) total:-								76045.35
		GRAND TOTAL L- 80.0m/9.8= 8.18 Panel say:- 8.0 nos	FOR 8 PANEL	8.0						608362.77
		Add 1% for labour welfare								6083.63
		Add steel gate								30000.00
		SUB TOTAL:-								644446.40
		G.S.T. 12 %								77333.57
		All Total(const. +Dismantling):-								761455.48
		Say:-								7.61 lakh

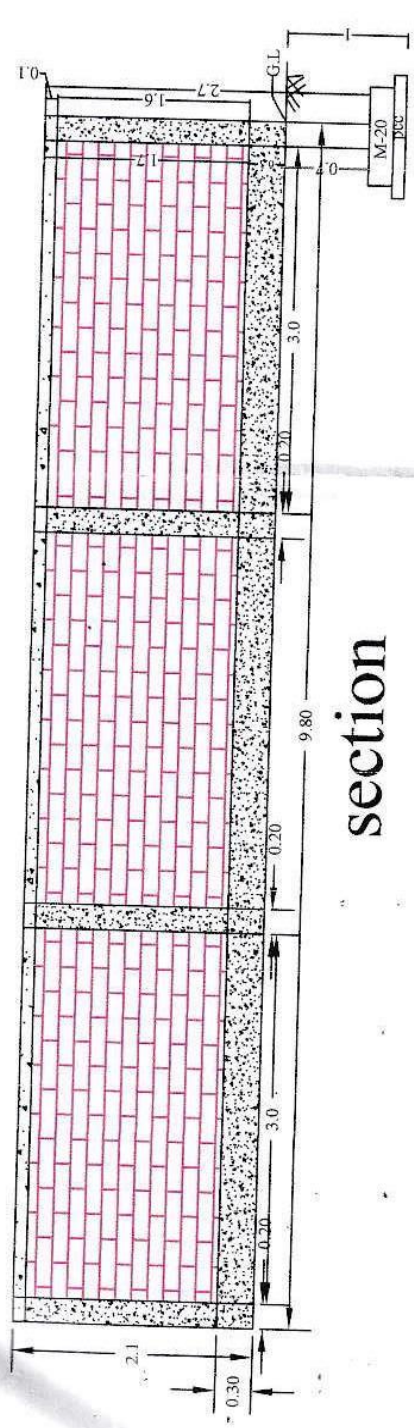
उप वनमण्डलाधिकारी
सामान्य उपवनमण्डल डिण्डोरी

Range Officer
Dindori (T)

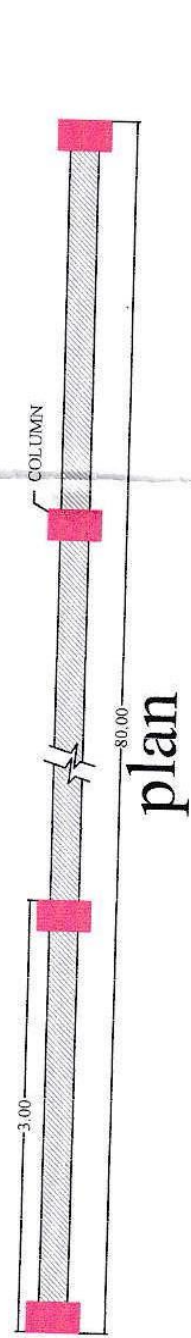
Er. Roshan Prasad Dhurwey
B.E. (Civil engg.)
M.Tech. (Structure)
Reg.no. MCD-10
Mob. No. 7354687079
(DINDORI)

BOUNDARY WALL ELEVATION

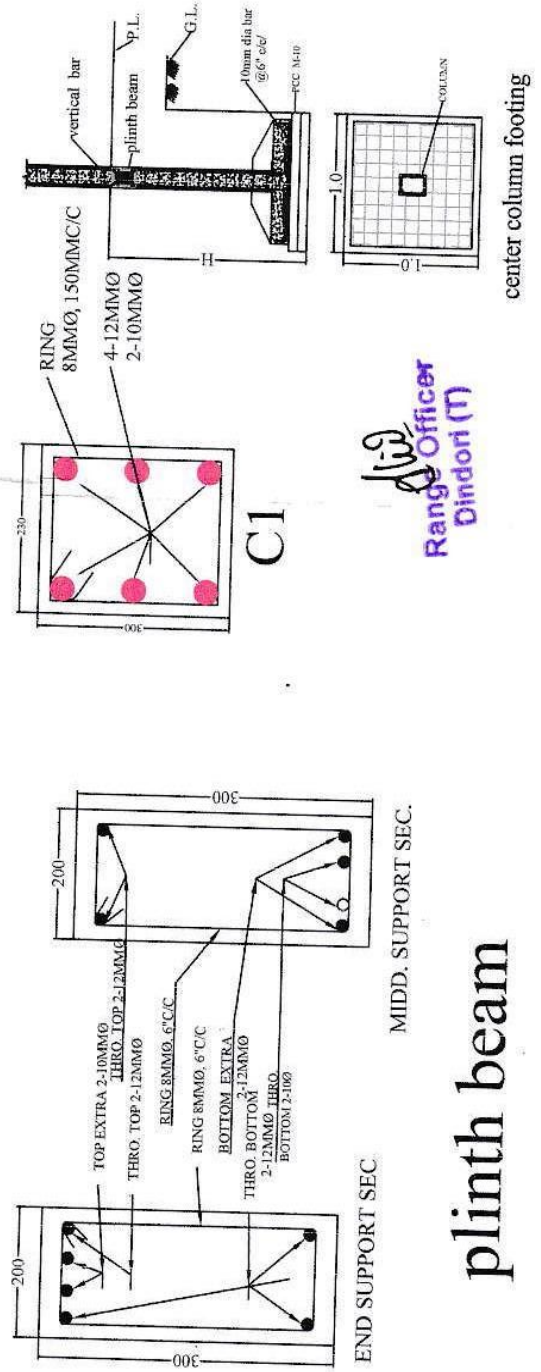
TITLE: CONSTRUCTION OF BOUNDARY WALL	
AT: FOREST COLONY DINDORI	
NOTES:	
# ALL DIMENSIONS ARE IN mm.	
# DEPTH OF FOUNDATION SHOULD BE 2500 MM BELOW NATURAL G.L.	
# USE M-20 GRADE OF CONCRETE, Fe-500 STEEL.	
# PROVIDE CLEAR COVER OF 50 mm FOR FOOTING R.F.	
# PROVIDE CLEAR COVER OF 40 mm FOR COLUMN R.F.	
# PROVIDE CLEAR COVER OF 25 mm FOR BEAM R.F.	
# PROVIDE CLEAR COVER OF 20 mm FOR SLAB R.F.	
# PROVIDE CLEAR COVER OF 50 mm FOR PILE & PILE CAP	
# NOT MORE THAN 50% BARS SHOULD BE LAPPED AT ONE SECTION.	
# WORKMANSHIP AS PER IS 456:2000	
# FOR DIMENSIONS, LEVELS, CENTERLINE AND GENERAL ARRANGEMENT REFER ARCHITECTURAL DRAWING	
# ALL BARS SHOULD BE EXTENDED UPTO DEVELOPMENT LENGTH AS GIVEN IN TABLE	
# LAP SHOULD BE EQUAL TO DEVELOPMENT LENGTH	
# DO NOT SCALE THE DRAWING.	
DEVELOPMENT LENGTH FOR DEFORMED BARS	
GRADE OF CONCRETE	FOR BARS IN TENSION
Fy-500	Fy-500
40 Ø	40 Ø
45 Ø	45 Ø
55 Ø	55 Ø
STRIPPING TIME TABLE	
SR. NO.	TYPE OF FORMWORK
1.	VERTICAL FORMWORK TO COLUMNS, WALLS, BEAMS
2.	SOFFIT FORMWORK TO SLABS
3.	PROPS TO BE REFINED IMMEDIATELY AFTER REMOVAL OF FORMWORK
4.	SOFFIT FORMWORK TO BEAMS (PROPS TO BE REFINED IMMEDIATELY AFTER REMOVAL OF FORMWORK)
5.	PROPS TO SLAB:
a) SPANNING UP TO 4.5 M	7 DAYS
b) SPANNING UP TO 6 M	14 DAYS
c) SPANNING UP TO 8 M	21 DAYS
AUTHORITY SIGN	
OWNER'S SIGN	



section



plan



plinth beam

Range Officer
Dindori (M)

Er. Roopkishor Dhurwey
B.E. (Civil Engineering)
Reg. No. 435468279
(DINDORI)

SECTION 5

AGREEMENT FORM AGREEMENT

(On Non Judicial Stamp of Rs.5000)

This agreement, made on thebetween **Divisional Forest Officer (T) Dindori** (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 ready and construed as part of this Agreement viz.
 - i. letter of Acceptance
 - ii. Contractor's Bid
 - iii. Condition of Contract: General and Special
 - iv. Contract Data v. Bid Data vi. Drawings
 - vii. Bill of Quantities and
 - viii. Any other documents listed in the Contract Data as forming part of the Contract.

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

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

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

Divisional Forest Officer
Dindori -----

Binding Signature of Contractor