

SECTION 1

Office of the Chief Municipal Officer, Nagar Parishad Kukdeshwar Distt. -Neemuch (M.P.)

NIT. No./KUKDESHWAR/e-Tender/2015/

Date. 27.06.2015

Notice Inviting Tenders (Second)

This is for information of all concerned that online bids for the following works have been invited:

S. No./Pkg /Code	Work	Probable Amount (Rs. in lakh)	Earnest Money (Rs. in lakh)	Cost Of Bid Document	Category Of Contractor	Completion Period (months)
1/4656	Construction of 355 Twin Pit Individual Household Toilet Under CMUSM in Ward No. 11 to 15 Kukdeshwar	48.28	0.50	10,000/-	C	06 Month Excluding Rainy Season

Note: Social Organizations having experience of undertaking Similar Work can also participate in this tender.

1. Interested bidders can view the detailed NIT & Other document on website <https://www.mpeproc.gov.in/> (**Department Name: "Urban Administration & Development Department"**).
2. The Bid Document can be purchased only online from **15:30 (time) 29-06-2015 (date) to 17:30 (time) 12.07.2015 (date)**.
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.

**Chief Municipal Officer
Nagar Palika Parishad
Kukdeshwar
DistrictKukdeshwar(M.P.)**

**Office of the Chief Municipal Officer, Nagar Palika Parishad Kukdeswar
Distt. -Neemuch (M.P.)**

NIT. No./KUKDESHWAR/e-Tender/2015/

Date. 05.05.2015

Notice Inviting Tenders (Second)

Online bids for the following works have been invited From The Contractors registered in Centralized registration system of MPPWD and firms of repute fulfilling registration criteria, for the works given in the table below on “ Percentage Rate Basis” (Above/Below/At par) based on Integrated Standard Schedule of Rates(ISSR) of Urban Administration & Development Department, effective from 10th May 2012:

S. No./Pkg /Code	Work	Probable Amount (Rs. in lakh)	Earnest Money (Rs. in lakh)	Cost Of Bid Document	Category Of Contractor	Completion Period (months)
1/4656	Construction of 355 Twin Pit Individual Household Toilet Under CMUSM in Ward No. 11 to 15 Kukdeswar	48.28	0.50	10,000/-	C	06 Month Excluding Rainy Season

Note: Social Organizations having experience of undertaking Similar Work can also participate in this tender.

1. The bidders intending to participate in this tender are required to get enrolled/ registered on the e-procurement web site <https://www.mpeproc.gov.in> and get empanelled with Public Works Department.
2. Tender documents can be purchased only online at <https://www.mpeproc.gov.in> from **10:00 Hrs (time) 29-06-2015 (date) to 17:30 Hrs (time) 12-07-2015 (date)** by making online payment for Tender Document Cost plus Service & Gateway Charges as per key dates.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay the cost of Bid Document (Online);
 - ii) deposit the Earnest Money;
 - iii) Submit a check list; and
 - iv) Submit an affidavit.

Details can be seen in the Bid Data Sheet

4. Earnest Money is accepted in FDR, drawn in favour of CMO Nagar Parishad KukdeswarOnly.

5. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid the bidder should have valid registration in the appropriate category with the MPPWD. However, such bidders who are not registered with the MPPWD 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.
6. The Contractor shall get the structural design and crust design (for road pavement) done from any recognized Engineering College and get it approved from the Divisional Executive Engineer U.A.D.D. Gwalior at his own cost. The work shall be carried out strictly as per approved designs.
7. The construction of Road shall be strictly as per directives and provisions of Ministry of Surface Transport.
8. The execution procedure and principles mentioned in the directives issued by Directorate Urban Administration and Development vide order no. F 10-8/2012/18-2 Bhopal, dated 13.09.2012 in regard to Chief Minister Infrastructure Development scheme shall be followed.
9. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
10. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
11. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

E-Tendering :

- For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website www.mpeproc.gov.in . Therefore, it is advised to all prospective bidders to get registration by making online registration fees payment at the earliest.
- Tender documents can be downloaded from website www.mpeproc.gov.in. However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of **Rs 10,000/- (Rs Ten Thousand only)** plus service & gateway charges, without which bids will not be accepted.
- Service and gateway charges shall be borne by the bidders.
- Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
- For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mpeproc.gov.in . Please note that it may take upto 7 to 10

working days for issue of Digital Signature Certificate. Client will not be responsible for delay in issue of Digital Signature Certificate.

- If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in
- Client shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- For any type of clarifications bidders/contractors can visit www.mpeproc.gov.in and held desk contract No. 18002748484 and 18002745454.
- Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender.

Apart from that, bidder has to submit separate envelopes of

1. **EMD (FDR/Demand Draft) of Rs 50,000/- (Rupees Fifty Thousand Only)** in Envelop-A and
2. Technical Bid in Envelop-B with all relevant enclosures

Envelop-A & Envelop-B are to be kept in one sealed envelope in physical form (as well as all the 3 Envelops must be submitted Online (*The third envelope i.e. Envelope-C refers to financial proposal which has to be submitted online only*)). The envelopes submitted in Physical Form should be properly super scribed that this envelope contains 2 envelops of EMD and Technical bid against respective tender with due date & time of tender opening as per NIT. This envelope should be submitted physically as mentioned in Key Dates. Tenders received within specified time (e-tender as well as physical submission) shall only be opened on the date specified in presence of the bidders or their authorized representatives, whosoever may be present.

The prospective bidders, will upload scanned self-certified copies of requisite documents as required in e-tendering process.

The tender documents in physical form shall be accepted **15/07/2015 17:30 Hrs**. The same may be dropped in this office.

1. Those physically submitted documents will be acceptable and considered, if, same are uploaded on the website alongwith tender offer. Cognizance of other physically submitted documents (if any) shall not be taken.
2. The physically submitted envelope of documents will be opened first. The tenders received without pre-requisite EMD shall be returned unopened to the respective bidder. The tender documents fees shall not be refunded.

Earnest Money Deposit and the tender fee:-

- The Tender fee of **Rs10,000/-(Rs Ten Thousand Only)** is to be submitted by bidder by making Online Payment only against Tender.
- The EMD of **Rs. 50,000/- (Rupees Fifty Thousand Only)** is to be submitted by bidder only in the form of FDR/DD drawn in favour of CMO, Nagar Palika, Kukdeshwar.

The FDR/DD of EMD shall be physically submitted in a sealed envelope superscribing "FDR/DD of EMD". The EMD must be submitted in Envelop-A.

- No Proposal will be accepted without valid earnest money deposit and Tender Document fee paid Online.
- The prospective bidders/contractors, submitting EMD envelope in physical form as detailed above for respective tender, will upload scanned self-certified copies of requisite EMD on the website alongwith tender offer. Only those physically submitted document regarding EMD will be acceptable and considered, if, same are uploaded in the website alongwith tender offer.
- Any mismatch, if found in the documents submitted in physical form and that uploaded online, the documents ONLINE shall be considered final and no justification regarding this shall be entertained by Client.

Technical bid:- Bidders must positively complete online e-tendering procedure at www.mpeproc.gov.in . They shall have to submit the documents as prescribed in the RFP online in the website.

- Hard copies of above technical offer, (uploaded in the website) must be submitted in a separate sealed envelope superscribing "Envelop-B technical bid for Tender No. [REDACTED]" . Only those physically submitted documents regarding technical bids will be acceptable and considered, if, same are uploaded in the website along with the Financial Bid.

Price bid:- Bidder shall have to submit the Price bid document as per the format given in RFP and uploaded as per instructions therein. Physical submission of price bid will not be considered. The price of technically qualified bidder shall be opened online at the notified date. The bidder can view the price bid opening date by logging into web-site.

- On the due date of e-tender opening, the technical bid of bidders and EMD, will be opened online. Client reserves the right for extension of due date of opening of technical bid.
- Client reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Any change/modifications/alteration in the tender documents by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit www.mpeproc.gov.in web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site. Client shall have no responsibility for any delay/omission on part of the bidder.

Chief Municipal Officer

Nagar Palika Parishad, Kukdeswar

District Neemuch (M.P.)

Email:

cmoKukdeswar@mpurban.gov.in

Phone: 07423231492

CHECK LIST

1. Online Three envelope system shall be followed, but bidder have to submit two envelopes physically also i.e.
 - a. Envelop A: EMD
 - b. Envelop B: Technical Bid.Note: Please note that in any case if price-bid/Financial Offer submitted manually then bid shall be out through rejected.
2. Earnest money should be in the form as given in abstract of Bid (Scanned copy of EMD should be uploaded online).
3. Bidder will get online Form for uploading his price-bid/Financial Offer.
4. Declaration of the contractor for the correctness of the documents. Scanned copy should be uploaded online & physical copy should be submitted in envelop B.
5. The contractor should digitally sign all the pages in which any entry is made.
6. Performance security shall be @ 5.0 % of the cost put to tender to be submitted as mentioned in abstract of Bid.
7. Bidder should enclose the certificates in support of his experience online as well as physically. (In Envelope-B)
8. This tender is on percentage rate basis.
9. ISSR applicable :- Integrated Standard Schedule of Rates in force from 10th May 2012, issued by Urban Administration & Development Department of Madhya Pradesh.

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed description of work, hereinafter '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 **Annexure to the Bid Data Sheet**, 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 **Annexure to the Bid Data Sheet**.

4. ONE BID PER BIDDER

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

4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids 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 examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs 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
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings, if any.
6. Bill of Quantities

7. Form of Financial Bid
 8. Letter of Acceptance
 9. Form of Agreement and
 10. Form of Unconditional Bank Guarantee.
- 8.** The bidder is expected to examine carefully all instructions, conditions of contract, 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:
- i) 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.
 - ii) 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.
 - iii) 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.
 - iv) 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 Bid.

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.

C. PREPARATION OF BID

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

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

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

- i) Registration number or proof of application for registration.

- ii) Payment of the cost of Bid Document;
- iii) Earnest Money; and
- iv) An affidavit duly notarized.

Part 2 – This shall be known as **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the **Bid Data Sheet**. **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 **Envelope C** and would apply to all bids. **Envelop C** shall contain financial offer in the **format** prescribed enclosed with the **Bid Data Sheet**.

13. 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**

Only, in case of bids with pre-qualification conditions defined [as per [G] of Bid Data Sheet], the Technical Proposal shall comprise of formats and requirements [as per [M] of Bid Data Sheet].

15. **FINANCIAL BID**

- i. The bidder shall have to quote rates in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the NIT amount. 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 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.

16. **PERIOD OF VALIDITY OF BIDS**

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

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

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

17.2 The EMD shall be in the form of 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 six months or more after the scheduled date of opening of bids.

- 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 fifteen 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 and furnished the required Performance Security.
- 17.5.1 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. SUBMISSION OF BID

- 18. The bidder is required to submit online bid duly signed digitally, and Envelop 'A' and Envelope 'B' in physical form also at the place prescribed in the **Bid Data Sheet, by 15.00 hrs one working day before the opening of bid (if not mentioned in NIT/Bid Datasheet).**

E. OPENING AND EVALUATION OF BID

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

F. AWARD OF CONTRACT

21. Award of Contract

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' 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, form and duration, etc. as specified in the **Bid Data Sheet**.

22.2 Additional performance security, if applicable, is mentioned in the **Bid Data Sheet**.

23. Signing of Contract Agreement

23.1 The successful bidder shall have to furnish Performance security 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 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

Particulars	Data	
Office of the	Chief Municipal Officer, Nagar Palika Parishad Kukdeshwar, Distt.Kukdeshwar (M.P.)	
NIT No	NIT. No./Kukdeshwar/e-Tender/2015/	
Date	27.06.2015	
Bid document Purchase Online from date & time	From 29-06-2015 15:30	To 12-07-2015 17:30
Website link	http://www.mpeproc.gov.in	

For Section 1 - NIT

Clause reference	Ref No	Particulars	Data
5 & 6 of Annexure F	(A)	Key dates	Annexure A
	(B)	Online Service Charges	As Applicable
6 & 7 of Annexure F	(C)	Cost of bid document (Online Payment)	Rs. 10,000/-
6 & 7 of Annexure F	(D)	Cost of bid document (Online Payment to)	Chief Municipal Officer, Nagar Palika Parishad Kukdeshwar, Distt.Kukdeshwar(M.P.)
4	(E)	EMD valid for a period of	not less than 1 year
5	(F)	Affidavit	Annexure B
7.2	(G)	Pre-qualifications required	YES
		If Yes, details	Annexure C
7.3	(H)	Special Eligibility	NO
		If Yes, details	Annexure D (Not applicable)

For Section 2 - ITB

1.1	(I)	Name of work	Construction of 1040 Twin Pit Individual Household Toilet Under CMUSM, Kukdeshwar
1.2	(J)	Technical Specifications	Annexure E
2	(K)	Procedure for participation in e-tendering	Annexure F
7.1	(L)	Pre bid meeting to held	Yes pre bid meeting will be held
		If Yes,	Dated.....
11.2	(M)	Envelope-B Technical Proposal	Annexure G (G-1 to G-7)
11.3	(N)	Envelope-C Financial Bid	Annexure H
		Earnest Money Deposit	Rs0.53 lacs
		Forms of Earnest Money Deposit	i.F.D.R
		FDR (Fixed Deposit Receipt) must be drawn in favour of	Chief Municipal Officer, Nagar Palika Parishad, Kukdeshwar, Distt. KukdeshwarM.P.)
15.1	(O)	Period of Validation of Bid	180 Days
25	(P)	Letter of Acceptance (LoA) and Commencement of Works	Annexure I & J
26	(Q)	Amount of Performance Security	5.0 % of the Bid amount
	(R)	Performance security in the form of Bank Guarantee	Annexure K

	(S)	Performance security in favour of	Chief Municipal Officer, Nagar Parishad Kukdeshwar Distt. Kukdeshwar- (M.P.)
	(T)	Performance security valid up to	Three months or 90 days (whichever is more) from the date of completion of defect liability period.
27	(U)	Insurance Policy	Contractor's All Risks Insurance

KEY DATES

S.No.	Works Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1	-	Purchase of Tender-Online	29/06/2015	15.30	12/07/2015	17.30	
2	-	Bid Submission-Online	29/06/2015	10.30	14/07/2015	17.30	
3	-	Physically Submission	29/06/2015	10.30	15/07/2015	17.30	Envelope A & B
4	Mandatory submission Open (Envelope-A)	-	16/07/2015	10.30	16/07/2015	17.30	Envelope A
5	Technical Proposal open (PQ Envelope-B)	-	16/07/2015	10.40	16/07/2015	17.30	Envelope B
6	Financial Bid Open (Envelope C)	-	17/07/2015	10.50	17/07/2015	17.30	Envelope C

Note: Original term deposit receipt of earnest money deposit and affidavit shall be submitted by the bidder so as to reach the office as prescribed in NIT for e-Tenders by “Physical Submission End Date” mentioned above.

Annexure – B

|| AFFIDAVIT ||

(On Non Judicial Stamp of Rs. 100)

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

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

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

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

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

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

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

Signature with Seal of the Deponent (bidder)

Note: *Affidavit duly notarized in original shall reach at least one working day before opening of the bid, by 15.00 hrs.*

PRE-QUALIFICATIONS CRITERIA (NOT APPLICABLE FOR THIS TENDER)**The bidder should have:****A. Financial**

- i. experience of having successfully executed:
 - a) three similar works costing not less than the amount equal to 40% of the probable amount of contract during the last 3 financial years; or
 - b) two similar works costing not less than the amount equal to 60% of the probable amount of contract during the last 3 financial years; or
 - c) one similar work of aggregate cost not less than the amount equal to 80% of the probable amount of contract in any one financial year during the last 3 financial years;
- ii. average annual construction turnover on the construction works not less than 40% of the probable amount of contract during the last 3 financial years.
- iii. executed similar items of work in any one financial year during the last 3 financial years which should not be less than the minimum physical requirement fixed for the work.

B. Physical

i.	Earthwork	----- Cum
ii.	Concrete work	----- Cum
iii.	WBM	-----
iv	Drain	-----
v	Bituminous Road	-----
vi	Plantation	-----
vii	Paver Block in pathway	----- Sqm
viii	Stone Masonary work	----- Cum
ix	Electrical Work (External)	-----
x	Fabrication Work	-----
xi	Non SOR Item/work	-----

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

SPECIAL ELIGIBILITY CRITERIA (NOT APPLICABLE FOR THIS TENDER)

The bidder should have:

- A. Erection of Steel Gates - -----

- B. Construction of tunnel - -----

- C.

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

Specifications

- 1. MP UADD Specifications for relevant Volume of Integrated Standard Schedule of Rates, 10th May 2012.**
- 2. MOST**
- 3. IRC**

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.

**GUIDELINES TO CONTRACTORS FOR IMPLEMENTATION OF
E-PROCUREMENT SYSTEM IN URBAN ADMINISTRATION AND
DEVELOPMENT DEPARTMENT, GOVERNMENT OF MADHYA PRADESH**

As Mentioned in NIT and Manuals available on e-Tendering Portal www.mpeproc.gov.in.

Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

Sno	Particulars	Details to be submitted
1	Organizational Details	Attached Scanned Copy
2	Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP	Attached Scanned Copy
3	Experience	Attached Scanned Copy
4	PAN No. & TIN No	Attached Scanned Copy
5	List of technical personnel for the key positions	Attached Scanned Copy
6	List of Key equipments/ machines for quality control labs	(NOT APPLICABLE FOR THIS TENDER)
7	List of Key equipments/ machines for construction work	Attached Scanned Copy
8	Litigation History	(NOT APPLICABLE FOR THIS TENDER)

Note:

1. *Technical Proposal should be uploaded duly page numbered and indexed.*
2. *Technical Proposal uploaded otherwise will not be considered.*
3. *All the documents/ information enclosed with the Technical Proposal should be self attested and certified by the bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information is 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 and enlistment deposit.*
4. *The bidder shall also furnish an affidavit duly notarized in the format given in Annexure 4 on non judicial stamp of Rs. 100/- regarding correctness of the information furnished and documents submitted with the bid and technical proposal. Original affidavit shall be submitted 30 minute before the specified start time and date in key dates for opening of technical proposal.*
5. *The bidder shall furnish the following undertaking as part of the technical proposal on its official letterhead duly signed with proper seal.*

FINANCIAL BID

FOR

NAME OF WORK _____

I/We hereby bid for the execution of the above work within the time specified at the **rate (in figures)** _____ **(in words)** _____ **percent below/ above or at par** based on the Bill of Quantities and item wise rates given therein in all respects 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 Municipal Corporation/Nagar Palika Parishad/Nagar Parishad or his successors in office the sums of money mentioned in the said conditions.

Note:

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

Signature of Bidder

Name of Bidder

The above bid is hereby accepted by me on behalf of the Municipal Corporation/Nagar Palika Parishad/ Nagar Parishad on dated the _____ day of _____ 20__

Chief Municipal Officer
Nagar Parishad Kukdeshwar
DistrictKukdeshwar (M.P.)

LETTER OF ACCEPTANCE (LoW)

No. _____

Dated: _____

To,

M/s. _____

(Name and address of the contractor)

Subject: _____

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

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the Municipal Corporation/Nagar Palika Parishad/Nagar Parishad at your bided percentage _____ below/ above or at par the Bill of Quantities and item wise rates given therein.

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

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

Please note that the time allowed for carrying out the work as entered in the bid _____ months 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 Shri _____ the Engineer-in-charge for this work for taking the possession of site and necessary instructions to start the work.

Yours

(NAME OF SIGNING AUTHORITY)
Chief Municipal Officer
Nagar Parishad Kukdeshwar
DistrictKukdeshwar (M.P.)

LETTER FOR COMMENCEMENT OF WORK

No. _____

Dated: _____

To,

M/s. _____

(Name and address of the contractor)

Subject: _____

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

Reference: This office letter of acceptance of your bid No. _____ date _____

Dear Sir (s),

1. You are requested to contact contact Shri _____ the Engineer-in-charge for this work for taking the possession of site at starting the work at once)
2. Please note that the time allowed for carrying out the work as entered in the bid _____ months shall be reckoned from the date of signing the contract agreement.

Yours

(NAME OF SIGNING AUTHORITY)
Chief Municipal Officer
Nagar Palika Parishad Kukdeshwar
DistrictKukdeshwar (M.P.)

**Form of Bank Guarantee for Performance Security
(To be used by approved scheduled commercial banks)**

Date

Contract No. and Title

Bank's name with Branch and Office

Beneficiary (name of Purchaser)

1. In consideration of the Commissioner/Chief Municipal Officer, Municipal Corporation/Nagar Palika Parishad/Nagar Parishad, -----, District ----- (M.P.). (hereinafter called “the Authority”) having agreed to exempt..... (Herein after called “the said contractor(s)”) from the demand, under the terms and conditions of NIT/An agreement no. ----- dated..... made between..... and for(hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said NIT/agreement on production of Bank Guarantee for Rs ----- - (in figures) (Rupees.....only). At the request of the Contractor, we.....(name of Bank) (hereinafter referred to as “the Bank”) do hereby irrevocably undertake to pay to Authority an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor (s) of any terms of conditions contained in the said agreement.

2. We(name of Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demure merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Contractor(s) of any of the terms or conditions Contained in the said agreement or by reason of the Contactor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We(name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claim satisfied or till Authority certifies that the terms of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

4. We(name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without effecting in any manner obligations here under or vary any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said contractor (s) and to force-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act, or omission on the part of the Authority or any indulgence by the Authority of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We(name of Bank) hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in M.P.

6. We(name of Bank) hereby unequivocally undertake that if the Authority invokes the guarantee the bank (issuing branch) will make the payment to the Authority without any reference and demur.

7. This guarantee will not be discharged due to change in the constitution of the bank or the contractor(s)/supplier(s).

8. We undertake to pay the Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

9. The Bank undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

10. This guarantee shall expire not later than (insert date) day of (month) 20..... .

11. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No., 458 except that subparagraph (ii) of Sub article 20(a) is hereby excluded.

The payment so made by us under this bound shall be a valid discharge of our liability for payment there under and the contractor(s)/Supplier(s) shall have no claim against us.

Dated theday of.....20.....

(Signature of the Bank & Contractor)

SECTION 3

Conditions of Contract Part – I General Conditions of Contract

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A. General

1. DEFINITIONS

- **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
 - **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
 - **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carry the same meaning wherever used.
 - **Contract Data Sheet:** means the documents and other information which comprise of the Contract.
 - **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
 - **Contractor's bid :** means the completed bid document submitted by the Contractor to the Employer.
 - **Contract amount :** means the amount of contract worked out on the basis of accepted bid.
 - **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.
 - **Collusive Practice :** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - **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.
 - **Corrupt Practice :** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
 - **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.
 - **Day :** means the calendar day.
 - **Defect :** means any part of the work not completed in accordance with the specifications included in the contract.
 - **Drawings :** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 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 / Department wherever used denote the Nagar Palika Parishad Kukdeswar.

- **Engineer-in-Charge:** means Engineer-in-Charge of the Nagar Palika Parishad who shall be incharge of the works and who shall sign the agreement on behalf of the Nagar Palika Parishad, Kukdeswar.
- **Subordinate Incharge:** means Engineer-in-Charge (second in command) of the Nagar Palika Parishad, Kukdeswar who shall be Incharge for supervision of the execution of work.
- **Executive Engineer:** means Executive Engineer of the concerned Division of the MP Urban Administration & Development Department and /or Executive Engineer of the /Nagar Parishad Kukdeswar as the case may be.
- **Superintending Engineer:** means Superintending Engineer of the concerned Division of the MP Urban Administration & Development Department.
- **Chief Engineer:** means Chief Engineer of the Directorate of the MP Urban Administration & Development, Shivaji Nagar, Near 6 No. Stop, Bhopal.
- **Department:** means Nagar Palika Parishad Kukdeswar.
- **Government:** UADD Madhya Pradesh.
- **In Writing:** means communicated in written form and delivered against receipt.
- **Equipment** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- **Stipulated date of completion :** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
- **Material :** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- **Specification :** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- **Start Date :** means the date 07 days after the signing of agreement for the work. However, the employer may extend this time limit by another 07 days, as and when required.
- **Sub-Contractor :** means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.
- **Temporary Work :** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- **Tender / Bid, Tenderer /Bidder :** are the synonyms and carry the same meaning where ever used.
- **Variation :** means any change in the work which is instructed or approved as variation under this contract.
- **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:

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

- Notice Inviting e-Tenders (Press)
- Detailed Notice Inviting e-Tenders
- Instructions to Bidders along with Bid Data Sheet.
- General Conditions of Contract.
- Contract Data Sheet
- Special Conditions of Contract
- Any other document.

3. Language and Law

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

4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent on the address or contact details given by the Contractor in [**Annexure G-1 of ITB**]. The address and contract details for communication with the Employer/Engineer shall be as per the details given in **Contract Data Sheet**. 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.

5. Subcontracting

Subcontracting shall be permitted for contracts value more than [**amount specified in the Contract Data Sheet**] with following conditions.

- The Contractor may subcontract up to 25 percent of the contract price, only with and after the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- The Contractor shall not be required to obtain any consent from the Employer for:
 - the provision for labour or labour component.
 - the purchase of Materials which are in accordance with the standards specified in the Contract
 - hiring of plant & machinery
- The sub-contractor will have to be registered in the appropriate category in the contractor’s centralised registration system of the GoMP.

6. Personnel

1. The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the **Contract Data Sheet**. If the Contractor fails to deploy required number of technical staff, recovery as specified in the **Contract Data Sheet** will be made from the Contractor.
2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. Force Majeure

1. The term "Force Majeure" shall mean acts of God or any act not within the control of parties, such as lightening and unprecedented floods, earthquake, hurricane and wars, revolts, riots, fire, sabotage. Upon the occurrence of such cause and upon its termination, the party, alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than seven days of the alleged beginning as well as ending thereof, giving full particulars and satisfactory evidence in support of its claim.
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.
3. 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 two months, the parties to the contract shall hold discussions to resolve the situation mutually.

8. Contractor's Risks

1. All risks of loss of 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.
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

1. 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.
2. On the occurrence of an accident which results in the death of the workmen employed by the contractor or which is so serious as is likely to result in the death of any such workmen, the contractor shall within 24 hours of happening of such accident intimate in writing to the Engineer of the facts of such accidents. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly from or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Governments

failure to give notice under the workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.

3. In the event of any claim being made, or action brought against the Government involving the contractor and arising out of the matter referred to and in respect of which the contractor is liable under this clause the contractor shall be immediately notified thereof, and he shall with the assistance if he so required of the government but at the sole expense of the contractor conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such cases the Government shall at the expense of the contractor afford all available assistance for any such purposes.
4. Furthermore, the Engineer shall have the right to pay or to defend or to compromise any claim which may be made against the Government or in case of threatened legal proceedings or in anticipation of legal proceedings being instituted is liable to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings and to recover the contractor all sums and expenses, the Engineer may incur and pay in this behalf, provided that the Engineer shall before taking any action as aforesaid give to the contractor a notice in writing of the action proposed to be taken by him and in case the Engineer proposed to pay or compromise effected without the consent of the contractor except when the claim does not exceed a sum of **Rs. 10,000/-** and the payment or the compromise is sanctioned by the government.
5. In the event of an accident on the work under this contract in respect of which compensation become payable under workmen's Compensation Act whether by the contractor or by the government as principle, it shall be lawful for the Engineer to retain, out of the money's due and payable to contractor such sum.

10. Contractor to Construct the Works

1. The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings.
2. The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implements and generally of all means used for the fulfilment of this contract whether such means may or may not approved of or recommended by the Engineer and the contractor must accept all risks of accidents or damages from whatever cause they may arise, except where otherwise provided in this contract, until the completion of this contract.

11. Discoveries

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

12. Dispute Resolution System

1. No issue of dispute can be raised after **15 days** of its occurrence. In the event, matter of dispute is raised before the competent authority as given in the contract data, **within 15 days** of its occurrence the competent authority, i.e. **Municipal Chief Municipal Officer of the Nagar Palika Parishad, Kukdeshwar** shall decide the matter **within 30 days**.
2. Either party will have a right to appeal against the order of the above competent authority within **30 days to the Appellate Authority as defined in Contract Data**. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Work is already in progress, the Contractor shall proceed with the execution of the Works, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

Alternative 12. Dispute Resolution System

1. If any question, difference or objection, whatsoever, shall arise in anyway, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the right, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided every such matter constituting a total claim of **Rs. 50,000/-** or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated, or has been rightly terminated, and as regards the rights or obligations of the parties, as the result of such termination shall be referred for decision to the empowered Standing committee, which would consist of the following:-
 - i. Principal Secretary, GoMP, Department of Urban Administration & Development, Bhopal.
 - ii. Secretary, GoMP, Finance or his nominee, not below the rank of Deputy Secretary and / or Chief Accounts Officer.
 - iii. Secretary, GoMP, Law or his nominee.
 - iv. Director, Directorate of Urban Administration & Development, Bhopal
 - v. Superintending Engineer concerned (Member Secretary)
2. The Engineer-in-charge, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. one lac) from the Contractor, shall refer the disputes to the committee, within a period of **Three month** from the date of receipt of application, Procedure and Application for referred cases for settlement by the Sanding committee shall be, as given **in Contract Data Sheet**.

13. Arbitration

Either party will have the right of appeal against the decision of the **Appellate** authority of the Dispute Redressal System, within 60 days of such decision nominated under Clause 21, to the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam,1983 provided the amount of claim is more than Rs. 50,000/-.

B. Time Control

14. Programme

- 1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works for the construction of works.
- 2 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/equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

- 5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

15. Extension of Time

1. If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge within 30 days of the date of the hindrance, on account of which he desired such extension as aforesaid, and **The Authority Competent** to grant extension under the rules/delegations of powers for other duly authorized Engineer shall if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract.
2. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under **clause- 16** of this agreement.

16. Compensation for delay

1. The time allowed for carrying out the work, as entered in the bid, shall be strictly observed by the Contractor and shall be reckoned from the date of signing of agreement.
2. If the contractor does not commence the work within **7 days**, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit, Besides, appropriate action may taken by the Engineer-in-Charge/ competent authority to debar him from taken apart in future bids for a specified period or black list him.
3. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the contractor.
4. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (**save for special jobs**), to complete
 - i. 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed,
 - ii. 3/8th of the work before 1/2 of such time has elapsed and
 - iii. 3/4th of the work before 3/4 of such time has elapsed.
5. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributed to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below:-

Compensation payable by the contractor for delay attributable to contractor at the stage of:

- Delay upto one fourth period of the prescribed time span
— 2.5% of the work remained unexecuted.
- Delay exceeding one fourth period but not exceeding half of the prescribed time span
 - 5% of the work remained unexecuted.
- Delay exceeding half of the prescribed but not exceeding three fourth of the time span
- 7.5% of the work remained unexecuted.
- Delay exceeding three fourth of the prescribed time span
—10% of the work remained unexecuted.

Note.

In case delayed period over a particular span is split up and is jointly attributable to Government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

First time span is of 6 months, delay is of 30 days which is split over as under: 5 days (attributable to government)+5 days(attributable to contractor)+5 days(attributable to government)+ 5 days (attributable to contractor)+5 days(attributable to government)+ 5 days (attributable to contractor)

Total delay is thus clubbed to 15 days (attributable to government) and 15 days (attributable to contractor).

Total normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as $2.5 \times 15 / 30 = 1.25\%$ over 30 days without any escalation by competent authority.

6. The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10 percent of the total value of the work.
7. The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the bid.
8. In case the delay in execution of work is attributable to the contractor, time extension shall be granted with penalty and no price adjustment. The span wise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered upto within original stipulated period, then the amount of such compensation levied earlier shall be refunded.
9. For delays attributable to the Department - No penalty, with price adjustment. for delays attributable to the Contractor.
10. The **Price Variation**, if any, admissible under **clause 30 of Conditions of contract** would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in that particular time span.
11. The Engineer-in-charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation. However, if for any

special job, a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as prescribed in **forgoing paragraph of this clause** provided that the entire amount of compensation to be levied under the provisions of this clause **shall not exceed 10% of value** of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

17. Monthly Return of Extra Claims

1. Contractor has to submit a return every month for any work claimed as extra.
2. The Contractor shall deliver the return in the office of the Engineer-in-Charge and obtain Receipt Number of the Receipt Register of the day on or before 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in the District for the time being.
3. The contractor shall be deemed to have waived all claims, not included in such return, and will have no right to enforce any such claims nor included, whatsoever be the circumstances.

18. Contractor's percentage, whether applied to net or gross amount of bills

The percentage referred to in the "Bid for works" will be deducted/ added from/to the **gross amount of the bill**.

C. Quality Control

19. Tests

1. For carrying out tests as prescribed in the specifications, the contractor shall **establish field laboratory** at the location specified by the Engineer. It shall have such equipment as specified in the **Contract Data Sheet**.
2. The Contractor shall be responsible for:
 - Carrying out the tests prescribed in specifications, and
 - For the correctness of the test results, whether preformed in his laboratory or elsewhere.
3. In the event the contractor does not establish the quality control lab, the Engineer in Charge can do so at the risk & cost of the contractor.

20. Correction of Defects noticed during the Defect Liability Period

1. The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
2. If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security and other available securities.

D. Cost Control

- 21. Variations - Change in original Specifications, Designs, Drawings etc.**
1. The Employer shall have power to make any alterations, omissions or additions to or substitutions for 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 Employer, 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 agree to do the main work.
 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.
- 22. Payments for Variations**
1. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:-
 - **If the rates for the additional, altered or substituted work are specified in the contract for the work** - the contractor is bound carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
 - **If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work** - such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
 - **If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub clause (a) to (b) above** - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates minus/plus the percentage which the total bid amount bears to the estimated cost of the entire work put to bid.
 - **Provided always that if the rates for a particular part or parts of the item is not in the Schedule of Rates and** the rates for the altered, additional or substituted work item cannot be determined in the manner specified in sub clause (a) to (c) above, the rate for such part or parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.
 - 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).
 2. All the provisions of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in bid for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding clause 12 and the Engineer-in-charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Engineer-in- charge and the Contractor.
- 23. No compensation for alterations in or restriction of work to be carried out.**

If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole work as specified in the bid to be carried out, the Employer shall give notice in writing of the fact to the Contractor.

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 such alteration.

24. Recovery from Contractors

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

- Appropriating, in part or whole of the Performance Guarantee and/or Security Deposit.
- In the event of the security under the contract being insufficient, then the balance sum recoverable shall be deducted from the securities made available by the Contractor to the Department under other contract(s).
- If the recoveries exceed the securities available with the Department as (a) and (b) above, such balance recoveries shall be made from the securities made available by the Contractor to other works Departments/ Government Undertakings of Madhya Pradesh.
- The department shall, further have the right to effect recoveries under Revenue Recovery Certificate of the *M.P. Land Revenue Code*.

27. Tax

1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities.
2. The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

26. Check Measurements

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 (about which the decision of the department shall be final).
2. Checking of measurement by superior officer shall supersede measurements by subordinate officer, and the former will become the basis of the payment.
3. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage upto the date of completion and the defect removal period specified else where in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

27. Termination

The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- the Contractor stops work for 28 days when no stoppage of work is warranted and the stoppage has not been authorized by the Engineer in Charge;
- the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

- the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer in Charge;
- the Contractor does not maintain a Security, which is required;
- the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.
- any other fundamental breaches as specified in the Contract Data.

28. Payment upon Termination

1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and **less the percentage to apply** to the value of the work not completed **as indicated in the Contract Data**.

2 If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit and performance security, if any amount is still left un-recovered it will be a debt payable to the Employer.

29. Performance Security

1. The Contractor shall have to submit performance security as specified in the **Contract Data Sheet** at the time of signing of the contract. The contractor shall have to ensure that such performance security remains valid at all the time until completion of the construction works.

On satisfactory completion of the contract work, the security deposit may be refunded to the Contractor on submission of equivalent amount of bank guarantee of a nationalized or scheduled commercial bank or fixed deposit receipt assigned to the Employer.

It is clarified that in contracts including construction, operation & maintenance, the performance guarantee shall be returnable after completion of construction and defect liability period as stated in clause.

2. Security Deposit :

Security Deposit, in addition to the Performance Security above, shall be five percent (5%) of the amount of contract. The security deposit will be deducted from each RA bill payable to the Contractor. The security deposit shall be refunded to the Contractor without any interest after 3 months of the date of completion.

30. Price Variations

1. **No price variations and /or escalations shall be allowed.**

31. General Conditions for Admissibility of Variations

1. The exact percentage of labour/material (excluding materials to be supplied by the department)/ bitumen/diesel and petrol component and labour component for the work shall be approved by the authority while sanctioning the detailed Estimates.

2. The statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter of fraction, thereof, shall be taken into account.

3. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion as finally recorded by the competent authority in the Measurement Book, shall be the criterion.
4. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
5. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributed to the contractor.
6. If during the progress in respect of contract works stipulated to cost Rs. 50 lac or less, the value of work actually done excluding cost of material supplied by the department, exceed Rs. 50 lac and completion period is more than 3 months, then escalation would be payable only in respect of value of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
7. Where originally stipulated period is 3 month or less but actual period of execution exceeds beyond 3 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.
8. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done

E. Finishing the Contract

32 Completion Certificate

1. When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Completion and Taking-Over Certificate in respect of the Works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, a Completion and Taking-Over Certificate stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Completion and Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.
2. **Taking Over of Section or Parts**
Similarly, in accordance with the procedure set out in Sub-Clause 32(1), the Contractor may request and the Engineer shall issue a Completion and Taking - Over Certificate in respect of
 - a. any Section in respect of which a separate Time for Completion is provided in the Appendix to Bid, or

- b. any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- c. any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract has not been agreed by the Contractor as a temporary measure).

3 Substantial Completion Parts

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the permanent Works during the Defects Liability Period.

4 Surfaces Requiring Reinstatement

Provided that a Completion and Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Completion and Taking-Over Certificate shall expressly so state.

33. Final Account

1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within **21 days** of issue of certificate of completion of construction of works.

The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within **45 days** of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within **45 days** a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within **28 days** of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within **28 days** thereafter.

2 In case the account is not received within **30 days** of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within **28 days**. The payment of final bill for construction of works will be made within **28 days** thereafter.

F. Other Conditions of Contract

34. Payment Certificates

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

(a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.

(b) The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 15 days.

(c) The value of work executed shall be determined, based on measurements by the Engineer.

(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) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(g) The payment of final bill shall be governed by the provisions of clause 32 of GCC.

35. Currencies

All payments will be made in Indian Rupees.

36. Securities

The Contractor shall have to submit performance security as specified in the Contract Data at the time of signing of the contract. The contractor shall have to ensure that such performance security remains valid at all the time until completion of the construction works.

Security Deposit, in addition to the Performance Security above, shall also be deducted from each RA bill payable to the Contractor.

37. Labour

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.

2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

38. COMPLIANCE WITH LABOUR REGULATIONS

1. During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to General Condition of Contract.

2. 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 there under, regulations or notifications including amendments.

3. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security.

4. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

5. 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.

39. Drawings and Photographs of the Works

1. The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.
2. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing.
3. No photograph of the works or any part thereof or plant employed thereon, except those permitted shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

40. Defects Liability

1. Defects Liability Period

In these Conditions the expression “Defects Liability Period” shall mean the defects liability period named in the Appendix to Bid, calculated from:

- a. the date of completion of works certified by the Engineer in accordance with clause 32, or
- b. in the event of more than one certificate having been issued by the Engineer under clause 32, the respective dates so certified and in relation to the Defects Liability Period the expression “the Works’ shall be construed accordingly.
- c. Defect liability period is indicated in the Contract Data Sheet

2. Completion of Outstanding Work and Remedying Defects

To the extent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall:

- a. complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and
- b. execute all such work of amendment, reconstruction, and remedying defects, shrinkage or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

3. Cost of Remedying Defects

All work referred to in Sub-Clause 32.2 shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- a. the use of materials, Plant or workmanship not in accordance with the Contract, or
- b. where the Contractor is responsible for the design for part of the Permanent Works, any fault in such design, or
- c. the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

If, in the opinion of the employer, such necessity is due to any other cause, he shall determine an addition to the Contract Price in accordance with Sub-Clause mentioned and shall notify the Contractor accordingly after due in consultation with engineer.

4 Contractor's Failure to Carry Out Instructions

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer after issue of notice to Contractor to this effect, shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, be determined by the Employer and shall be recoverable from the Contractor by the Employer and may be deducted from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

5 Contractor to Search

If any defect, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Contractor, to search under the directions of the Engineer for the cause thereof. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Sub-Clause 40.1 to 40.4.

41. Training of Government Personnel

The contractor shall, if and as directed by the Engineer provide, free of any charge adequate facilities to the Government for training of Government officers, supervisors, foremen, skilled workmen etc. not exceeding **fifteen** in number at any one time on the contractor's staff and remain under his control. Their salaries etc. will be borne by the government and training scheme will be arranged by the Engineer in consultation with the contractor. The officers in question will be subject to discipline of the contractor.

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 exclusive jurisdiction of the courts in Bhopal or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

43. Special condition

- 1- The Contractor shall get the structural design and crust design (for road pavement) done from any recognised Engineering College and get it approved from the Divisional Executive Engineer U.A.D.D. Gwalior at his on cost. The work shall be acrried out strictly as per approved designs.
- 2- The execution procedure and principles mentioned in the directives issued by Directorate Urban Administration and Development vide order no. F 10-8/2012/18-2 Bhopal, dated 13.09.2012 in regard to Chief Minister Infrastructure Development scheme shall be followed.

- 3- During execution of the work all ground levels and other required levels for quantity of Items are to be taken by the contractor in the presence of municipal engineer in-charge.
- 4- During execution of the work all types of encroachment & illegal construction if any shall be removed by the contractor with the help of municipality. No extra payment will be paid to the contractor for this work by Municipal Council, Kukdeshwar.

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Contract Data Sheet

For Section 3 - GCC

Clause reference	Particulars	Data
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	Annexure G-1 of ITB
	Address & contact details of the Employer	Chief Municipal Officer, Nagar Parishad Kukdeshwar District- Kukdeshwar(M.P.)
	Engineer	Executive Engineer/ Assistant Engineer/-- ----- of the Nagar Parishad Kukdeshwar
5	Subcontracting permitted for contract value more than	Refer clause 5 of GCC
6	Technical Personnel to be provided by the contractor – requirement & penalty.	Annexure L
12	Appellate Authority	Commissioner, Urban Administration & Development, Shivaji Nagar, near 6 No. Stop, Bhopal is the Appellate Authority. The appellate authority may form a Arbitration Board of at least three members
15 (1)	Competent Authority for granting Time Extension	Chief Municipal Officer (after getting approvals of the competent authority as per the MP Municipal Corporation Act, 1956 / MP Nagar Palika Act 1961.
19 (1)	Quality Control measures	Annexure M
	List of equipments for lab	Annexure N
28 (1)	% value of work not completed as penalty	NIL
29	Performance Security	5% of the Bid cost
29	Security Deposit to be retained out of running bills	5% of the bill amount paid
32	Substantial Completion	95% completion of the stipulated works
38	Model Labour Laws	Annexure P
40	Defect Liability Period	36 months after completion of works (date of completion as given in the Completion Certificate issued by the employer)
43	Special Condition of contract	Can be seen on back page

Technical Staff

The contractor shall employ the following technical staff during the execution of work:-

- Two Graduate Engineer
- One Diploma holder Sub-Engineer on each major work .

The Technical staff should be available at site when-ever required by Engineer-in-Charge to take instructions.

- In case the contractor fails to employ the technical staff as aforesaid, Government shall have the right to take suitable remedial measures.
- The Contractor should give the names and other details of the Graduate Engineer/Diploma holder Sub Engineer when he intends to employ or who is under employment, at the time he commences the work.
- The Contractor should give a certificate to the effect that the Graduate Engineer/Diploma holder Sub-Engineer is exclusively in his employment.

Provided That:

- (1) A Graduate Engineer or Sub-Engineer may look after more than one work in the same locality but total value of such work under him should not exceed Rs. 100.00 Lacs in the case of Graduate Engineer and Rs. 25.00 Lacs in case of Sub Engineer.
- (2) It is not necessary for the contractor (or partner in case of firm/company), who is himself an Engineer / Sub Engineer to employ Engineer / Sub Engineer for the supervision of the work as long as the Contractor/Partner does work similar to what would have been done by an employed Engineer/Sub Engineer.
- (3) A retired Executive Engineer/Assistant Engineer who is holding Diploma may be treated at par with the Graduate Engineer for the operation of the above clause.

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay to the Nagar Palika, Datia a sum of Rs. 50,000- (Rs. Fifty Thousand) only for each month of defaults in case of Graduate Engineer and Rs. 30,000- (Rs. Thirty Thousand) only for each month in case of Diploma holder Sub-Engineer.

Engagement of Labour

- (1) The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save insofar as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.

Supply of Water

- (2) The Contractor shall, so far as reasonably practicable having regard to local conditions, provide on the Site, to the satisfaction of the Engineer's Representative an adequate supply of drinking and other water for the use of the Contractor's staff and work people

Alcoholic Liquor or Drugs

- (3) The Contractor shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs or permit or suffer any such importation sale, gift, barter or disposal by his sub-contractors, agents or employees.

Arms and Ammunition

- (4) The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

Festivals and Religious Customs

- (5) The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

Epidemics

- (6) In the event of any outbreak of illness of an epidemics nature the Contractor shall comply with and carry out such regulations orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

Disorderly Conduct etc.

- (7) The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.
- (8) The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions

Compliance to Labour laws & Regulations

- (9) The Contractor shall comply with all Labour laws and Government regulations applicable at the site of work and shall indemnify the Government in respect of all claims arising out of non-compliance thereof by the Contractor.

Returns of Labour, etc.

- (10) The contractor shall deliver to the Engineer's Representative, or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information respecting Constructional Plant as the Engineer's Representative may require.

**MODEL RULES RELATING TO LABOUR WATER SUPPLY AND SANITATION
IN LABOUR CAMPS**

NOTE : These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to as standard for permanent or semi permanent labour camps and should not obviously be lower than those for temporary camps.

1. **LOCATION :**

The camp should be located in elevated and well drained ground in the locality.

2. Labour huts to be constructed for one family of 5 persons each. The lay out to be shown in the prescribed sketch.

3. **HUTTING :**

The huts to be built of local materials. Each hut should provide at least 20 sq. meters of living space.

4. **SANITARY FACILITIES :**

Latrines and Urinals shall be provided at least 16 meters away from the nearest quarters separately for men and women and specially so marked on it.

5. **LATRINES :**

Pit privies at the rate of 10 users or two families per seat, separate urinals as required & part can also be used for this purpose.

6. **DRINKING WATER :**

Adequate arrangements shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged, when supplies are from intermittent sources covered storage tank shall be provided with a capacity of five liters a person per day. Where the supply is to be made from a well it shall conform to the sanitary standard laid down in the report of the Rural sanitation committee. The well should be at least 30 meters away from any latrines or other source of pollution. If possible hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and the quality of the water should be got tested from the nearest Public Health Engg. Laboratory between each work of disinfections.

7. **BATHING AND WASHING :**

Separate bathing and washing places shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sq. meters for washing and bathing. Proper drainage for the water should be provided.

8. **WASTE DISPOSAL :**

Dustbin be provided at suitable places in camp and the residents shall be directed to throw all rubbish into those dustbins. The dustbins shall be provided with cover. The contents shall be removed every day and disposed off by trenching.

9. **MEDICAL FACILITIES :**

- (a) Every camp where 1,000 or more persons reside shall be provided with whole time doctor and dispensary. If there are women in the camp a whole time nurse shall be employed.
- (b) Every camp where less than 1,000 but more than 250 persons reside shall be provided with a dispensary and a part time nurse/mid wife.
- (c) If there are less than 250 persons in any camp a first aid kit shall be maintained in charge of whole time persons, trained in first aid.

- (d) All the medical facilities mentioned above shall be for all residents in the camp including dependent of the worker, if any free of cost.

10.0 SANITARY STAFF :

For such labour camp there should be qualified sanitary inspector and sweepers should be provided in the following scale :-

1. For camps with strength over 200 but not exceeding 500 persons one sweeper for every 75 persons above the first 200 for which 3 sweepers shall be provided.
- For camps with a strength over 500 persons one sweeper for every 100 persons above first 500 for which 5 sweepers should be provided.

CONTRACT LABOUR REGULATION

- (a) The contractor shall pay not less than fair wages to labourers engaged by him in the work.

'Fair Wages' means wages whether for time or piece work as notified on the date of Inviting Tenders and where such wages have not been so notified the wages prescribed by the Labour department for the division in which the works is done.

- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, shall ensure the payment of fair-wage to laborers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work as if laborers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works or the performance of his contract, the contractor shall comply with or cause to be compiled with the labour Act in force.
- (d) The Engineer/Employer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim identify from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid license under the contract (regulations and Abolition) Act, in force and rules made there under by the competent authority from, time to time before commencement of work, and continue to have a valid license until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the contractor.

1. Vanijya Kar Registration and Clearance Certificate -

The tender or supplier should have a business in the state of Madhya Pradesh goods would be supplied of various destinations in the state and also should hold a registration certificate under the M.P. Vanjahack Kar Adhiniyam.

The tender/supplier shall also submit the Clearance Certificate as provided under section 36 of the M.P. Vanijahack Kar/Adhiniyam.

2. Royalty

Final Bill of the contractor shall be paid only after he submits the certificate of clearance of royalty, issued by the District Collector, Datia or the official authorized by him (on his behalf).

3. Asphaltting works -

- Contractor has to produce all copies of original cash memo obtained from the companies supplying bitumen emulsion/asphalt, like Bharat Petroleum Co. Ltd. Hindustan Petroleum Co. Ltd. or Indian Oil Company from, where the material is purchased along with the bill without, which payment will not made.
- In addition to the above the toll tax receipt from the toll barrier passed by the trucks carrying asphalt/bitumen emulsion from the factory to the site if work also here to provided.
- Contractor has also to get done all mandatory test as laid down as per MOST specification as per required quantity and frequency before using the bitumen emulsion/Asphalt, without, which payment will not made.

4. Building & Construction Workers Act- 1996

In accordance to the Section 3(1) of the Building & Other Construction Workers (Appointment Regulation and Service Conditions), cess will be charged from the contractor.

5. Regarding Suspension of Registration-

In the event of tender with drawing his/her offer the expiry of the Period of validity of offer falling to execute the contract agreement as required by condition No. 8.1.1 of Notice inviting Tender (N.I.T.) he/she will not be entitled to tender for this work in case of recall in addition of forfeiture of his/her earnest money as per provisions of the conditions No. 4, 7 and 8.1.1 of the N.I.T. as may be applicable. If the tender has committed a similar default on an earlier occasion as well his/her registration in the department may be suspended temporarily for a period of 6 months from such date as may be suspended temporarily for a period of 6 months from such date as may be ordered by the competent authority, which had registered him/her.

The royalty will be levied on selected soil used in embankment, as per govt. of M.P.P.W.D. circular No. . F19-39/2002/12/1/Bhopal dated 22.10.2008

**Chief Municipal Officer
Nagar Palika Parishad, Kukdeshwar
DistrictKukdeshwar(M.P.)**