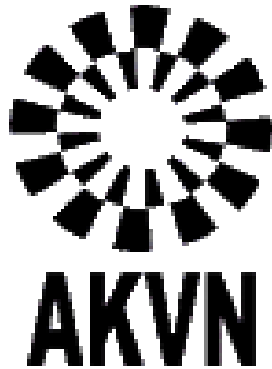


**M.P. AUDYOGIK KENDRA VIKASH NIGAM LTD., INDORE**  
(A GOVT. OF MADHYA PRADESH UNDERTAKING – SUBSIDIARY OF MPSIDC LTD., BHOPAL)  
Regd. Office : 3/54, A.B. Road, Press Complex, Indore – 452008



**TENDER DOCUMENT**  
(CONFIDENTIAL AND NON TRANSFERABLE)

**IMPORTANT INSTRUCTION**

1. Please fill in your percentage in figures as well as in words at appropriate place.
2. Please deposit earnest money separately and not kept in the cover containing tender. Earnest money should be so attached that it can be verified before opening tender form. Scan copy of earnest money should be uploaded on line .
3. Please seal the envelope with gum/paste and also by sealing wax.
4. The physical tender documents of EMD & TECH Bid should be submitted in the in office within well in time . Tender received after stipulated time will be returned unopened.
5. Please note that if financial proposal submitted manually bid will be rejected .

**M.P. AUDYOGIK KENDRA VIKASH NIGAM LTD., INDORE**  
(A GOVT. OF MADHYA PRADESH UNDERTAKING – SUBSIDIARY OF MPSIDC LTD., BHOPAL)

**CONTRACT DOCUMENT**

NAME OF WORK : Construction of Boundary wall at I/A Readymade Garment Complex Indore.	
ISSUED TO :	
TENDER NOTICE NO, :-	DATE.
DATE :- .....	

**Authorized Signatory**

No.AKVN/IND/TS/14/ 6503

DATE. 28.05.2014

**NOTICE INVITING TENDER**

On line tenders for the following work have been proceed on the e-procurement system  
<https://www.mpeproc.gov.in>.

Tender details as below:- -

Name of work:- Construction of Boundary wall at I/A Readymade Garment Complex  
Indore.

Probable amount of contract – Rs.21.41 lacs.

EMD (In Rs.) : - Rs. 42820 /-

Last date of purchase:- 17.06.2014

Detailed NIT and other details can be viewed on the above mentioned portal.

**Executive Engineer**

**GUIDELINES TO CONTRACTORS FOR IMPLEMENTATION OF  
E-PROCUREMENT SYSTEM IN Madhya Pradesh Audyogik Kendra Vikas Nigam (Indore) Ltd.**  
**GOVERNMENT OF MADHYA PRADESH**

<https://www.mpeproc.gov.in>

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

**1. Registration of Bidders on e-procurement System:**

All the Bidders (Contractors) registered / intending to register with Madhya Pradesh Audyogik Kendra Vikas Nigam (Indore) Ltd are required to register on the e-procurement System on the website <https://www.mpeproc.gov.in> and get empanelled on <https://www.mpeproc.gov.in> in order to participate in tenders processed by Madhya Pradesh Audyogik Kendra Vikas Nigam (Indore) Ltd using the e-procurement System.

The Bidders (Contractors) registered with other departments who are also eligible to participate in tenders processed by Madhya Pradesh Audyogik Kendra Vikas Nigam (Indore) Ltd are also required to be registered on the e-procurement System on <https://www.mpeproc.gov.in>

**2. Digital Certificate:**

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The bidders may obtain Class III Digital Certificates issued by an approved certifying Authority authorized by the Controller of Certifying Authorities, Government of India. A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: It may take up to 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain them at the earliest.

**Important Note: Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and Upload their bids.**

**In case, during the process of a particular tender, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc); he may not be able to submit his bid online.**

**Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.**

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

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

**In case of Private Limited Company, Public Limited Company, the Managing Director / any other person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.**

**Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the certifying authority, if the authorized User changes, and apply for a fresh digital certificate for the new authorized User.**

### **3. Set Up of Bidders' Computer System:**

In order for a Bidder to operate on the e-procurement System, the computer system of the bidder is required to be set up for Latest version of Java, Operating System, Internet Connectivity, Utilities Fonts, etc. A help file on setting up of the Computer System can be obtained from the portal..

### **4. Publishing of NIT**

For the tenders processed using the e-procurement system, only a brief Advertisement related to the tender shall be published in the newspapers and the Detailed Notice shall be uploaded only on the e-procurement system. The contractors can view the Detailed Notice and the time schedule for all the tenders processes using the e-procurement System on the website <https://www.mpeproc.gov.in>

### **5. Key Dates**

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

### **6. Purchase of Tender Documents:**

The tender document can be purchased **ONLY** online. The tender shall be available for purchase to concerned eligible contractors immediately after online release of the tender and upto scheduled date and time as set in the key dates. Arrangements have been made for the Bidders to make payments online via Credit Card / Internet Banking. In case of online tendering, the application form for the purchase of tender documents shall not be required.

The bidder can purchase the tender documents online by making online payment of tender document fees using the service of the secure electronic payments gateway (see point 7 below for further details), and should print out the system generated receipt of their reference which can be produced whenever required.

### **7. Electronic Payment Account:**

As the tender documents shall be available for purchase only online, bidders are required to pay the tender document fees online using the Online Payments Gateway Service integrated into the e-Procurement System. For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link 'List of e-payments accepted online' on <https://www.mpeproc.gov.in>

#### **8. Preparation of Bids and Submission of Bid Online by the Bidders:**

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 required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.

#### **9. Submission of Earnest Money Deposit:**

The Bidders shall submit their **Earnest Money Deposit** as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned Office as stated in the Notice Inviting Tender by post. The bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.

#### **10. Opening of Tenders:**

The concerned Department Official receiving the tenders or his duly authorized Officer shall first open the online Earnest Money Deposit envelope of all the Bidders and verify the scanned copy of the Earnest Money Deposit uploaded by the Bidders. He shall check for the validity of Earnest Money Deposit as required. He shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the commercial and other envelopes of the concerned Bidders received online shall not be opened.

The concerned official shall then open the other envelopes submitted online by the Bidders in the presence of the Bidders or their authorized representatives who choose to be present in the order of opening. He will match the Bid seal (Hash) of each envelope and the documents uploaded, during the respective opening, with the hash submitted by the Bidders during the **Bid Preparation** stage. In the event of a mismatch, the Bid data in question shall be liable for a due process of verification by the Nodal Officer of e-procurement System of Public Works Department.

For more details you may contact

**Mr. N.S. Rajput, Executive Engineer MP, AKVN (I) Ltd., Indore. Telephone No. 0731-2556111, 4070976.**

**Mr. Amar Singh – Officer Implementation, MPSEDC, State IT Center, Bhopal – 462011. Call at 9893421873**

# M.P. AUDYOGIK KENDRA VIKAS NIGAM (I) LTD. INDORE

Regd. Office : 3/54, A.B. Road Press Complex, INDORE

## DETAILED NOTICE INVITING TENDER (In Form-A)

### 1. INTRODUCTION :

Online Sealed tenders are invited on behalf of M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd. in form B and will be received online at <https://mpeproc.gov.in> office of the Managing Director M.P.A.K.V.N. (INDORE) Ltd. As per key dates mentioned below, from contractors registered in appropriate class, as per new centralized registration system up to date of issue of NIT .

(a) Name of work - Construction of Boundary wall at I/A Readymade Garment Complex Indore.

(b) Probable amount of contact – Rs. 21.41 lacs

(c) Cost of Tender Document – Rs. 5000/-

(d) Amount of Earnest money - Rs. 42820/-

(e) Time allowed for completion – 4 months exc. rainy season with upto date of NIT.

Month excluding rainy season form the date of written order to commence the work.

### Key Dates

Seq No	MPAKN (I) Stage	Contractor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	-	Tender Purchase - Online	29-05-2014 17:31	17-06-2014 17:30	Envelope C, Envelope A, Envelope B
2	-	Submit Bid - Online		19-06-2014 17:30	Envelope C, Envelope A, Envelope B
3	Open EMD & Technical / PQ Bid	-		20-06-2014 15:30	Envelope A, Envelope B
4	Open Financial / Price-Bid	-		24-06-2014 15:30	Envelope C

**The last date for submission of physical Envelop A and B is 19.06.2014. No price bid should be submitted manually otherwise Bid will be rejected.**

1. No, two of more concerns in which an individual is interested as a proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
2. The Managing Director shall be accepting officer hereinafter referred to as such

for the purpose of this contact.

3. Applications for issue of tender documents shall be submitted to Managing Director so as to reach the office not later than the Last date for receipt of tender.
4. Tender documents consisting of plans specification, Schedules of quantities of the various classes of work to be done, the condition of contract and other necessary documents, together with addressed envelope to be used for return of forms and other documents, will be opened for inspection and issue, for sale on payment of tender fees.



## CONDITIONS FOR ELIGIBILITY

Name of Work : Construction of Boundary wall at I/A Readymade Garment Complex Indore.

### **ELIGIBILITY AND QUALIFICATION REQUIREMENTS:**

To be eligible, the applicant shall provide satisfactory evidence to the department of their eligibility and their capability and adequacy of the resources to carry out the contract effectively. The minimum requirement of pre-qualification shall be as under: -

A. The applicant must be a well-established Civil Engineering contractor having executed building work / boundary wall / fencing work etc

B. **The tenders will be received online in three envelopes system in which:-**

(i). **First envelop** will contain **Scan Copy of** Earnest Money of required amount by FDR / DD payable to the Managing Director ,MPAKVN(Indore ) Ltd. Indore .

(ii ) **Second envelop will contain the technical bid with following criteria :-**

a. To qualify, the applicant must have achieved the minimum financial turnover of Rs. **6.42** Lac in any one of the last three years.

b. **Experience requirement:-**

Applicant must have completed successfully at least one project of similar nature / civil works of costing minimum **17.12** lacs in last three year of similar nature (building work/boundary wall work).

Or

Applicant must have completed successfully at least two projects of similar nature /civil work costing minimum each **12.84** lacs in last three year of similar nature (building work/boundary wall work).

Or

Applicant must have completed successfully at least three projects of similar nature /civil work costing minimum each **8.56** lacs in last three year of similar nature (building work/boundary wall work).

**Bidders have to submit Envelop A and B Physically also. Original Earnest Money in Envelop A and relevant technical document in Envelop B. Price Bid (Financial Offer) should be submitted online only, in case of physical submission of Price Bid, the bid will be rejected**

### **Note:**

(1) Last three years means financial year 2010-2011 ,2011-12 & 2012-2013. No experience / work before 1.4.2010 shall be eligible for experience calculation.

(2) For turnover, audited balance sheet or similar acceptable documents only will be eligible for calculation.

(3) For experience, certified true copy of work orders issued in applicant's name will be eligible for calculation. AKVN reserves the right to verify these work order from concern departments / Agencies.

(4) For experience, work orders of government departments, organization, corporations, autonomous bodies and Urban Local Body (ULBS) / development authorities etc. only shall be valid. Certificate must be issued by the person not below the rank of Executive Engineer

E. Joint Venture of firms is not allowed.

F. Even though the applicant satisfy the above, they are likely to be disqualified if they:

- Make untrue or false representation in the forms, statements and attachments finished in response to this clause and or having.
- Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributed to the non-performance of the contractor, consistent history of mitigation awarded against the applicant or financial due to bankruptcy.

G. After checking for the various elements of the technical proposals. Tenderers whose Technical proposals is found uneligible for consideration, their financial bid will be returned unopened.

H. EMD of rupees 42820.00 in form of FDR/DD from Nationalized/scheduled Bank in favor MD MPAKVN (I) LTD. Indore shall be submitted in envelope "A"

I. Contractor should be registered in "C" category as per new Centralized registration system.

J. Bank solvency of rupees 3 lacs from Nationalized/scheduled Bank not issued before 12 month.

K. The tenders have been invited on the Form " A " (percentage rate of tenders )of M.P.PWD for building works w. e. f. 15.6.2009 with amendment up to date of NIT

L. The technical bid of the tenderer should be in the required order otherwise it should be liable to be rejected .

M. The tenderer should calculate the Bid capacity that how he should be eligible to take over this work.

- N. The tenderer should quote a single rate on both the SOR and Non SOR items as mentioned in schedule of item . If separate rates are quoted, it should be liable to rejected .
- O. AKVN reserves the right to accept or reject any or all applications without assigning any reasons. Further, AKVN reserves the right to change and/or cancel the prequalification and tender process for the work at any time without prior notice or without assigning any reason whatsoever and without prejudice to its right to re-tender at any time in the future, and in such case no contractor/intending contractor shall have claim arising out of such action.
- P. If the government holiday occurs on the date of receiving or opening of tender , than the tender will be opened on the next working day of the office

Signature of Executive Engineer

**SUBMISSION OF TENDER:-**

- i. The Post-qualification document in prescribed forms duly completed and signed shall be submit his offer in a double cover with Earnest money, Technical proposal online and same should be submitted physically. **Financial bid should be uploaded Online only. In case of physical submission of price bid, the bid will be rejected.** Tender document complete in all respect should reach at the office of the Managing Director MPAKVN Indore **as per online notice.** by \_\_\_\_\_ Documents submitted in connection with the Technical proposal will be treated as confidential and will not be returned.
- ii. Over-Writing should be avoided, correction if any, shall be made by crossing out, initialing, dating and rewriting.
- iii. References / information and certificates from the respective clients certifying suitability, technical Know-how or capability of the applicant should be signed by the client.
- iv. The applicant is advised to attach any additional information, which he thinks it necessary in regard to his capability. No further information will be entertained after opening the tender document, unless the office of the Managing Director MPAKVN Indore, calls it for.
- v. The cost incurred by the applicant in preparing the post-qualification information, in preparing clarification or attending the discussions, conferences in connection with this document will be borne by the applicant and the Employer will in no case be responsible or liable for these costs, regardless of the conduct of the outcome of the post-qualification process.

1. **METHOD OF APPLYING**

**Forms for Technical Proposal –See Annexure – 1 to X**

- i. If the application is made by the individual, the individual above his full typewritten name and current address shall sign it.
- ii. If the application is made by a proprietary firm, it shall be signed by the proprietor above his full type-written name and the full name of his firm with its current address.
- iii. If a limited company or a corporation makes the application, a duly authorized person shall sign it.

2. **OPENING OF APPLICATION**

The Post-qualification documents will be opened Online as per key dates at <https://mpeproc.gov.in> -----by the Managing Director MPAKVN Indore. In the presence of the representatives of applicants, who choose to be present. If the Earnest money is not found in accordance with the prescribed mode, the technical and financial proposal will be returned unopened. The financial offer of only technical qualified contractors will be open in presence of their representatives. The financial offer of non qualified contractors will be sent back unopened.

3. **SEALING OF TENDERS**

The Tenderers are advised to properly seal the tender papers **online and physically** it is in their interest.

4. **FINAL DECISION MAKING AUTHORITY:** Office of the Managing Director MPAKVN Indore will scrutinize the applications and reserves the right to recommend for enlisting of the applicant or for rejecting any of the Post-qualification document, without assigning any reasons there of.

5. **PARTICULARS PROVISIONAL:** The particulars of the proposed work given are provisional and must be considered only as advance information to assist the applicant.

6. The earnest money of all the tenderer shall be refunded if it is decided to reject all the tenders on the same day. Otherwise the earnest money of the all the Tenderes shall be retained till any tender is accepted and agreement executed. However, irrespective of the decision on the tenders the earnest money of all the tenderers shall be refundable on expiry of the validity period specified in the NIT unless otherwise mutually agreed.

7. Tenderer should quote his single rate on the % basis on S.O.R. OF MPPWD for Building works w.e.f.15/06/09 [updated to date of issuing of NIT]. The rates should be expressed in figures as well in words. In case there is difference in the two then the lower one will be considered. The tenderer will not have the freedom to change the unit.
8. The rates as quoted by the Tenderer will be deemed to include various elements described in the respective specifications unless otherwise specified to the contrary. Similarly, the mode of measurements will be deemed to be as provided in the respective specifications. In case there is no such provision in the relevant specifications then the Indian Standard (IS) Code of measurement will guide the decision.
17. **Powers of officer opening the tender** : The officer opening the tenders does not bind himself to accept or recommend for the acceptance of the lowest or any tender or to give any reasons for his decision.
22. **Taxes** : All dues regarding taxes, including the sales tax, Commercial tax, surcharge, entry tax, Royalty on minor minerals, other duties cost of insurance etc. levied on the contractor's work or materials of the contractor, by Government or local bodies or private individuals will be payable by the contractor. The Engineer in charge will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account. In case any of these levies are refundable to the contractor under the law he may endeavor to claim the same at his own end without any responsibility on the part of the Engineer in Charge, whatsoever.
27. **Payment by cheque** : The payment will be made by cheque on the Bank at Indore only. No bank commission charges on realizing such payments will be borne by the MP AKVN.
28. **Transport of Materials**: The contractor shall make his own arrangement for transport of all materials. The Engineer is not bound to arrange for priority in getting wagon or any other material though all possible assistance by way or recommendation will be given if it is found necessary in the operation by the Engineer-in-Charge. If it proves to be ineffective, the contractor shall have no claim for any compensation on that account.
29. Tenderer should carefully examine the drawings, specification, special condition and other particulars etc. He may visit the site of works and fully satisfy and acquaint himself about the nature, location of the work, the surface conditions, quality and quantity of materials required the character of equipment and ancillaries needed preliminary to and during the execution of the work that may affect the work or its cost.
30. Deductions of Income Tax and commercial tax etc. at source shall be done as per the law. It is open to the contractor or the Sub-Contractor, as the case may be, to make an application to the Income Tax Officer or Commercial tax officer concerned and obtain from him a certificate authorizing the payer to deduct tax at such lower rate or deduct no tax as may be appropriate to

his case. Such certificate will be valid for the period specified therein unless the officer concerned cancels it.

31. **Force Majeure** ; Should failure in performance of any part of this contract arise from war, insurrection, act of Legislature or other authority, stoppage or hindrance in the supply of raw materials or fuel, explosion, accident, strike, riot, lock-out, or other disorganization of labor or transport, break down of machine, flood, fire, act of God, or any inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be reasonable ground for an extension of time the competent authority will allow such additional time as it considers to be justified in the circumstances of the case. No compensation will be payable to the contractor for any loss incurred by him due to these reasons.
32. The contractor shall obtain a valid license under the Contract (Regulation and Abolition) Act. In force and rules made there under by competent authority from time to time before commencement of Work and continue to have a valid license until the completion of the work.
33. The drawings annexed with the NIT, show the work to be done as generally. In the typical cross-section is tentative. In the detailed drawings for execution there might be variations. Such variations are not to vitiate the contract. The drawings will be supplemented or superseded by such additional and detailed drawings as may be necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary for construction purposes. The contractor shall be required to perform the work on these features and in accordance with additional general and detailed drawings mentioned above.
34. The drawings and specifications are to be considered as complementary to each other. In case of disagreement between specification and drawings, the specification shall govern the contract. Should any discrepancies however appear or should any misunderstanding arise as to the meaning and interpretations of the said specification or drawings or as to the dimension or the quality of the material for the proper execution of the work or as to the measurements or quality or valuation of work executed under this contract or extra thereupon, the same shall be explained by the Engineer-in-Charge.
35. Figures in dimensioned drawings shall supersede measurements by scale and drawings to the large scale shall take precedence over those on a small scale special directions incorporated on the drawings shall be complied with strictly.
36. The Engineer in Charge shall keep at least one copy of the drawings and contract documents all times at the site of works.
37. The contractor shall prepare his construction program and submit the same, showing sequence of operations within three weeks of receipt of notice to proceed with the work in pursuance of the conditions of contract. Along with the above he will also submit the program of bringing requisite tools and plant, machinery to be engaged by him to the site of work.

38. **Site Order Book:** An order book shall be kept in the Engineer's office at the site of the work. As far as practical all orders regarding the works are to be entered in this book. The Engineer in direct charge of the work and the contractor or his authorized representative therein shall sign all entries.
39. **The final bill :** The final shall be cleared after withholding the amount of royalty charges and then withhold amount shall be released only when contractors obtains the no dues certificate for the royalty from the respective District Collector and submits to the E.E.
40. **Special work Conditions: Refer Annexures 'H'.**
41. **Execution of agreement:** The tenderer whose tender has been accepted also referred to as the contractor, will have to execute the agreement in the prescribed form, within a fortnight of the date of receipt of the communication of the acceptance of his tender. Failure to do so will result in the earnest money being forfeited and tender being cancelled. Discretion of Managing Director MPAKVN Indore will be final in this matter.
42. **Conditions applicable for contract:** All the terms and conditions of the tender notice and the Annexures, referred to herein before, will be binding on the contractors in addition to the conditions of the contract in the prescribed form. Special conditions will take precedence over the other conditions of the NIT. Similarly the NIT conditions will take precedence over the clauses of the agreement form.

**Signature of the Executive Engineer**



**SPECIAL WORK CONDITIONS**

Name of Work : Construction of Boundary wall at I/A Readymade Garment Complex Indore.

**Additional Special Condition**

1. Tenders will be received in three envelope system.  
Envelope A containing Earnest money in the form of FDR/DD of any nationalized / scheduled bank payable to the Managing Director , MPAKVN(I ltd.) , envelope B containing Technical bid and envelop C containing financial Bid online
2. Bank Solvency – Amounting Rs. **3.00 lacs** of any nationalized / scheduled bank not older than 12months.
3. Copy of registration certificate ----- and above in central Govt / MP state PED /PHE/Irrigation undertaking / Development authority etc.
4. For turnover audited balance sheet of year 10-11,11-12,12-13 duly certified by CA is required.
5. For experience certified copy of work orders of Government department, organizations, corporations, autonomous bodies shall be valid and enclosed . Certificate should be signed not below the rank of executive engineer.
6. Financial bid ( third envelope) of only those contractors who will be technically qualified will be opened online , other offers will be rejected.
7. AKVN reserves the right to verify the work orders / certificates from concern Departments.
8. Firms and contractors blacklisted by any Govt/ semi Govt organization will not be considered eligible.
9. No experience / work before 1.4.2010 shall be eligible for experience calculation.
10. The relevant clause in the NIT and agreement shall stand superseded by the above additional special condition
11. Quantum of work may increased or decreased at any stage without assigning any Reason.
12. No escalation or price variation is payable at any condition .
13. The tenderers have to coat the percentage above or below on the specified rates on Non SOR item which are enclosed in the schedule.
14. List of major projects in hand should be enclosed.
15. Joint venture is not allowed.
16. The list of technically qualified staff in the field of civil engineering to be posted at site should be enclosed. In case contractor fails to employ the technical staff as mentioned in the tender document , he shall be liable to pay the Nigam sum of Rs. 30000/- for each month of default in case of a graduate engineer and Rs 18000/- for each month of default in case of Diploma Holder.
17. In addition to the above all the condition of MP PWD manual for tender and works will be applicable.
18. The contractor shall be provided with necessary documents to entitle him for exemption of taxes or duties prior to purchase of cement, steel as per MP Govt. Act ( applicable for work in SEZ)
19. Milestones to be achieved during the contract period

- (1)  $1/8^{\text{th}}$  of the value of entire contract work up to  $1/4^{\text{th}}$  of the period allowed for completion of construction
- (2)  $3/8^{\text{th}}$  of the value of entire contract work up to  $1/2^{\text{nd}}$  of the period allowed for completion of construction
- (3)  $3/4^{\text{th}}$  of the value of entire contract work up to  $3/4^{\text{th}}$  of the period allowed for completion of construction

(a) Amount of liquidated damages for delay in completion of work.	For Whole of percent of the Initial Contract price rounded off to the nearest thousand, per week.
( b) Maximum limit of liquidated damages for delay in completion of works.	10 percent of the Initial contract Price rounded off the nearest thousand .

**Executive Engineer**

## 2. RATES :

### 1. Schedule of Rates applicable :

No.	Name of work	SOR/CSR applicable	With effect from
1.	Building Works,	Issued by chief Engineer Public Works Department (West Zone), Bhopal.	15.6.2009 with amendment up to date of NIT

2. (For percentage rate tenders only). The percentage of tender above/below or at par with the relevant schedule rate inclusive of amendment and correction slips issued up to the date of the notice inviting tenders should be expressed on the tender form itself both in words and figures in such a way that interpolation is not possible and all overwriting should be neatly scored out and rewritten and the corrections should be duly attested prior to the submissions of tenders, tenders not specifying percentage in words and figures will be rejected any amendments to the schedule of rates after the date of issue of this tender notice or the date of issue of any amendments to the N.I.T. specifically notifying the said amendments to the current schedule of rates, shall not apply to this tender.

3. The percentage tendered by the contractor will apply to those rates which find place in the current schedule of rate mentioned in clause - 2 or have been derived from the said current schedule of rates and not of other items of work.

4. The percentage quoted by the contractor shall not be altered by the contractor during the terms of contact.

5. The percentage rate above or below as the case may be shall be calculated on the amount of bill for the work done after deducting the cost of materials supplied by the departments at rates specified in the agreement.

6. The respect of item rate tenders, contractor should quote his rates for the items mentioned in the schedule of item in Annexure-F to this N.I.T. only rate quoted shall be considered, The rates should be expressed in figures as well as words and the unit should be as given by the Nigam. The contractor will not have the freedom to change to unit, No percentage above or below the schedule be quoted for item rate tenders.

7. The rates quoted in the tender for the various items of work will not be altered by the contractor during the term of contract.

8. LEAD AND LIFT OF WATER :- No lead and lift for carting of water will be paid.

9. LEAD AND LIFT OF MATERIALS :- No lead and lifts for carting for materials shall be payable to the contractor except in case of such items for which specific lead and lift are provided in the current schedule of rates mentioned in clause 2 of the N.I.T. or in the schedule of items in respect of items rate tenders.

10. NON SCHEDULE ITEMS OF WORKS :- During the execution of the work there is likelihood of such items of works, which do not find place in the current schedule of rates, referred to above in respect of percentage rate contractors or such items which are given in the schedule of items in respect of them rate contract for which contractor has not quoted his rates, contractor will have to carry out these items of work.

Rates of such items of work which do not find place in the current schedule of rates referred to above, in respect of percentage rate contract or such items in respect of items rate contracts shall be decided by the Managing Director and the decision of the M.D. shall be binding on the contractor. The quantum of such work will not exceed 10% of amount of contract unless accepted by the Nigam and the contractor.

### 3. SUBMISSION OF TENDER :-

1. EARNEST MONEY :- No tender will be received without a deposit of earnest money **Rs.42820.00/-** Which will be returned to the unsuccessful tenders on the rejection of their tenders, or earliest as may be decided by the competent authority .

**Bidder has to upload the Scan Copy of EMD instrument online and same Original EMD instrument have to be submitted manually**

2. Where the amount of Earnest money to be deposited is more than Rs. 500/- the same shall be accepted only in the shape of Fixed Deposit Receipt/Demand Draft duly pledged to Managing Director.

3. The intending tender from other states may remit E.M. in the form of the Bank draft of any schedule Bank to the Managing Director payable at Indore only.

4. EARNEST MONEY IN SEPARATE COVERS :- The Earnest money in one of the prescribed forms should be produced/sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer.

5. ADJUSTMENT OF EARNEST MONEY :- Earnest money, which has been deposited for a particular work, not ordinarily, be adjusted towards the earnest money for another work, but if the tender of contractor for work in the same Area has been rejected and the earnest money has not been refunded to him due to any reason, it may be so adjusted by the Managing Director.

6. SECURITY DEPOSIT :- The Security Deposit shall be recovered from the Running Bill **@ five percent** as per clause -1 of the agreement.

The amount of the earnest money shall be adjusted when value of work done reaches the limit of the amount of the Contractor or exceeds the probable amount of the contract.

7. IMPLICATION OF SUBMISSION OF TENDER :- Tenders are advised to visit site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of the relevant document samples site etc. whether he inspects them or not.

8. The submission of a tender by a contractor implies that he has read the notice, condition of tender and all other contract documents and made himself aware of the standard and procedure, in this respect laid down in the National Building Code of India 1970 Indian Standards specification most the scope and specification of the work to be done and the conditions and rates at which stores, tools and plants etc., will be issued to him by the Nigam has seen the quarries with their approaches, site of work, etc. and satisfied himself regarding and availability of the materials at the quarries. The responsibility of opening new quarries and construction and maintenance approaches thereto shall lie wholly with the contractor.

9. INCOME TAX CLEARANCE CERTIFICATE :- A tenderer purchasing tender documents for works exceeding 2.00 lacks shall submit either an income tax clearance certificate in form printed as annexure 'D' or certificate from the Income Tax Authority that the assessment is under consideration No tender document can be issued to him unless such certificate is submitted.

10. LIST OF WORKS IN PROGRESS :- Tenderer must be accompanied by a list of contracts already held by the tenderer at the time of submitting the tender, in the Nigam and elsewhere showing therein.

(i) the amount of each contract.

(iv) stipulated date of completion.

(ii) balance to be done.

(v) work done so far.

(iii) date of work order.

11. RELATIONSHIP :- The contractor shall not be permitted to tender for works in the Nigam if his near relative is posted as an effective officer (responsible for award and

Execution of contracts) he shall intimate the names of his near relative working in Nigam. He shall also intimate the name of persons who are working with him in any capacity of subsequently employed by him and who are near relatives to any gazetted officer in the branch or site office of MPAKVN, any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of department.

NOTE :- By the terms near relative is meant wife, husband, parents and son, grand son, brothers sisters, brother-in-laws, father-in-laws, mother-in-law.

12. The tender for the work shall be witnessed by a contractor, failure to observe this condition shall render the tender of the contractor liable to rejection.

#### **4. OPENING AND ACCEPTANCE OF TENDER:**

1. PLACE AND TIME OF OPENING :- The tender shall be opened at time and place stated in para- 1 by the Managing Director or his authorized representative in the presence of tenderer or their duly authorized agent who may choose to attend. The Managing Director under an avoidable circumstances, may deputy another officer in his absence to receive and open tenders on his behalf of postpone date of opening.

2. POWERS OF MANAGING DIRECTOR :- The Managing Director does not bind himself to accept or recommend for the acceptance to the Board the lowest of any tender or to give any reasons for his decision.

3. CONDITIONAL TENDER :- Conditional tenders are liable to be rejected.

4. CANVASSING :- Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will enter himself liable to penalties which may include removal of his name from the register of approved contractors of penal action under section-k of the M.P. Vinirdishtta Bhrasta Acharan Nivaran Vidheyak 1982.

5. UNSEALED TENDER :- The tenders shall be rejected, if not properly sealed.

6. AUTHORITY OF MANAGING DIRECTOR :- The authority competent to accept tender, reserve the right of accepting tender for the whole work or for a distinct part of it or distributing the work between one or more tenders.

7. VALIDITY OF OFFER :- Tender shall remain open 120 days from the date of receipt of tender and in the event of the tenderer withdrawing the offer before the aforesaid date for any reason whatsoever, earnest money deposited with the tender shall be forfeited by the Nigam.

#### **5. SPECIFICATION :**

1. BRIEF SPECIFICATION :- A brief note of construction and specification of the work is enclosed in Annexure. E.

2. MATERIAL OF CONSTRUCTION :- The material of construction to be used in the work shall be governed by the provision of part-V of the National Building code of India 1970 and the relevant Indian Standard specification with amendments and revisions issued up to the date of tender notice.

3. WORKMANSHIP :- The work shall be carried out according to the specification referred to hereinafter and according to sound engineering practice. The decision of the Executive Engineer in respect of workmanship will be final.

4. SPECIFICATION FOR BUILDING WORK (Including water supply and sanitary fittings) :-

(a) The contractor shall execute the work in conformity with the standards and procedure laid down in the National Building code India, 1970 and as per M.P.P.W.D. specification or specifications in force of special specification whenever enclosed separately. And in accordance with the approved drawing.

(b) CONCRETE :- All concrete shall be mixed in concrete compacted by mechanical vibrators. Slump test shall be carried out during concreting and sample test cubes

prepared and tested in due course. The testing will be carried out by the Department at the cost of contractor.

The result of the testes shall confirm with the required standard and if the Engineer-in-Charge considers that a structural test is necessary, the same shall be carried out as instructed by the Engineer-in-Charge at the contractor's expense and if the result, of this be unsatisfactory the contractor will be bound to take down and reconstruct the particular portion of work which has given unsatisfactory test results.

(c) BRICKS :- The contractor should use the bricks manufactured on the metric measures.

(d) TIMBER :- All timber used in the wood works for all new work must be properly seasoned, in case of important buildings mechanical seasoning should be done in a good seasoning plant.

In case the contractor does not procure good seasoned wood, he may be asked to get it done at seasoned plant at his own expense but no additional rate is payable.

(e) MAINTENANCE OF ROOFS :- Subject to the provision in the agreements, it done at will be the responsibility of the contractor to see that the building does not leak during the period of the first rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete terraced roof, after its completion and he will make good and replace all the defective work on this account.

#### 5. SPECIFICATION OF ELECTRICAL WORKS :-

(a) the work will be carried out as per the approved drawing and as directed by the Engineer-in-Charge, the work will be governed by "General Specification" for the electrical works in Government building in Madhya Pradesh in force form 1972.

(b) All samples of Electrical accessories should be got approved from the Engineer-in-Charge Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them. A list of accessories is enclosed as Annexure-E.

(c) The period of testing and refund of deposit will be 6 months after completion of work.

(d) In case of supply of ceiling fan, table fan, exhaust fan, cabin fan, tube light fixtures will be made available by point, position of D.B. and main switch circuit No. in which points fall at the time of final bill, other wise deduction of ½ percent (half percent) of the amount of contract will be made from the bill.

#### 6. SPECIFICATION FOR WORKS (Excluding bridges and culverts.) :-

The road works and collection of materials for road works shall be carried out according to Maharashtra P.W.D. specification, as adopted for P.W.D. or special specification wherever enclosed separately, or the relevant specification published by the Indian Road Congress.

7. CONTRADICTION OR AMENDMENT :- In the event of contradictions between the stipulation of the current schedule of rates and aforesaid specification the stipulation of the current schedule of rates shall be final subject to appeal in case of dispute before Managing Director within one month of decision of Executive Engineer.

### 6. SUPPLY OF MATERIALS :-

No material will be supplied by department

### 7. MISCELLANEOUS CONDITION :

1. SUBLETTING :- The contractor shall not, without the prior approval of the competent authority in writing., sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes the contract.

2. TAXES :- All dues regarding taxes. Including the commercial tax. Other duties etc. levied on the Contractor's work by Government and local bodies or private individuals will be payable by the contractor. The Nigam will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.

3. MINERALS :- Minerals for works of Nigam extracted from the quarries in possession of and controlled by the State Government is subject to payment of Royalty by the contractor to whom it shall not be refundable.

4. RULES OF LABOUR CAMPS :- The contractor will be bound to follow the Madhya Pradesh Model Rule relating to lay-out water supply and sanitation on labour camps (vide Annexure-A) and the provisions of the National Building Code of India, in regard to construction and safety.

5. FAIR WAGES :- The contractor shall pay not less than fair wages to labourers engaged by him on the works (rules enclosed vide Annexures-B).

6. WORKS IN THE VICINITY:- The Managing Director reserves the right to take up departmental work or to award on contract in the vicinity without prejudice to the terms or contract.

7. BEST QUALITY OF CONSTRUCTION MATERIALS :- Materials of the best quality will be used approved by the Executive Engineer.

8. REMOVAL OF UNDESIRE PERSONS :- The contractor shall on receipt of the question from the Executive Engineer at once remove any person employed by him on the work who, if in the opinion of the Executive Engineer is unsuitable or undesirable.

9. AMOUNT DUE FROM CONTRACTOR :- Any amount due to Government to from the contractor on any account concerning work may be recovered from as arrear of land revenue.

10. TOOLS AND PLANTS :- The contractor shall arrange at his own tools and plants required for the proper execution of the work. Certain plants may however be issued to the contractor as a special case.

11. RIGHTS TO INCREASE WORK :- The competent authority reserves the right to increase or decrease any item of work during the currency of the contract and the contractor will be bound to comply with the order of competent authority without any claim for compensation but such increase or decrease will not be more than 25%.

12. TIME SCHEDULE :- The work shall be done by the contractor according to the time schedule fixed by the competent authority.

13. TIME OF CONTRACT :- Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the contractor and shall be reckoned from the date of work order to commence the work.

14. PAYMENTS BY CHEQUES :- The payment will be made by crossed cheques only. No Bank commission charges on realizing such payments will be borne by the department.

15. TRANSPORT OF MATERIALS :- The Contractor shall make his own arrangement for transport of all materials. The Nigam is not bound to arrange for priority in getting wagon or any other material, though all possible assistance by way of recommendation will be given if found necessary in the operation by the Engineer-in-Charge, if it proves to be in effective the contractor shall have no claim for any compensation on the account.

## **8. SPECIAL CONDITION :**

To be inserted in the N.I.T. of a particular work if found necessary in the interest of the work.

## **1. AGREEMENT :-**

1. EXECUTION OF AGREEMENT :- The tenderer whose tender has been accepted here in after referred to, as the contractor, shall produce an appropriate solvency

certificate, if so required by the Managing Director and will execute the agreement in the prescribed form, within the date of communication of the acceptance of his tender by competent authority. Failure to do so will result in the earnest money being forfeited to Nigam and tender being cancelled.

2. (a) The contractor shall employ during execution of work.

One graduate Engineer when the work to be executed is more than Rs. 5 Lakhs and One diploma holder, Sub-Engineer when the cost of work to be executed is from Rs. 2 Lakhs or more than Rs. 5 Lakhs.

(b) The Technical Staff should be available at site ever required by the Engineer-in-Charges to take instructions.

(c) In case the contractor fails to employ the technical staff as aforesaid, the Managing Director shall have the right to take suitable measures.

(d) The contractor should give the names and other details of the Graduate Engineer, Diploma Holder Sub-Engineer whom he intends to employ or who is under employment on the work at the time he commences the work.

(e) The contractor should give a certificate to the effect that the Engineer/Diploma holder Sub. Engineer is exclusively in his employment.

**Provided that :-** (i) An Engineer or Sub-Engineer may look after more than one work in the same locality but the total value of such work under him should not exceed Rs. 25 Lakhs in the case of an engineer and Rs. 5 Lakhs in the case of a sub-engineer.

(ii) It is not necessary for the contractor's partner in case of firm/company, who is himself an Engineer, Sub-Engineer to employ another Engineer, Sub-Engineer for the supervision of work.

(iii) The Retired Assistant Engineer who is holding a diploma may treated at per with a graduate for the operation of the above clause.

In case the contractor fails to employ the Technical staff as aforesaid he shall liable to pay the Nigam sum of Rs. 1000/- (one thousand only) for each month of default in the case of graduate engineer and Rs. 500/- (five hundred only) for each month of default in the case of Diploma Holder Sub-Engineer.

**CONDITIONS APPLICABLE FOR CONTRACT :-** All the condition of the contract in the prescribed form :-

Following documents annexed with this N.I.T. Shall form a part of the contract.

Annexure-"A" : Model Rules relating to labour, water supply etc.

Annexure-"B" : Contractors labour regulations.

Annexure-"C" : Source of Materials (not applicable for building work.)

Annexure-"D" : Form of Income Tax Clearance Certificate (Applicable to works costing more than Rs. 2.00 Lakhs.)

Annexure-"E" : Brief specifications.

Annexure-"F" : Schedule of items and quantity to be executed.



## **ANNEXURE "A"**

### **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 permanent nature, they lay down the minimum desirable standards in permanent or semi permanent labour camps should not obviously be lower than those for temporary camps.

1. **LOCATION :-** The camps should be located in elevated and well librated ground in the locality.

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

3. **HUTTING :-** The huts to be built to 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 15 meters away from the nearest quarters separately for men and women and specially so marked on the following scale.

5. **LATRINE :-** Pit provided at the rate of 10 users or two families per seat, separate urinals as the privy can also be used for this purpose.

6. **DRINKING WATER :-** Adequate arrangements shall be made for the supply for the drinking water. If practicable filtered chlorinated supplies shall be arranged, when supplies are from intermittent sources overhead storage tank shall be provided within 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 Sanitarian Committee, the well should be at least 30 meters away from any latrine 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 water should be got tested at the public health institution between each work of disinfecting.

7. **BATHING AND WASHING :-** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gaped space of 2 sq. meters for washing and bathing. Proper drainage for the waste water should be provided.

8. **WASTE DISPOSAL :-** Dustbin shall be provided at suitable places in camp and the resident 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 1000 or more persons reside 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 1000 but more 250 persons reside shall provided with a dispensary and a part time nurse midwife shall also be employed.

(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.

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

**SANITARY STAFF :-** For each labour camp there should be qualified sanitary inspector and sweeper should be provided in the following scales :-

(a) For camps with a strength over 200 but not exceeding 500 persons one sweeper for every 75 persons above the first 200 for which 3 sweeper shall be provided.

(b) For camps with a strength over 500 persons one sweeper for every 100 persons above first 500 for which 6 sweepers should be provided.

(c) For a camp with a strength of a 200 persons, four sweepers.

**ANNEXURE “B”**  
**Contractor’s Labour Regulations**

The contractor shall pay not less than fair wage to labourers engaged by him in the work.

EXPLANATION :- (a) “Fair wages” means wages for time of piece work as notified by labour commissioner on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the P.W.D./P.H.E. department for the division in which the work is done.

(b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wages to labourers indirectly engaged on the works including any labour engaged by his subcontractors in connection with the said work as if labourers had been immediately employed by him.

(c) In respect of all labour directly employed on the works or the performance of his contract, the contractor shall comply with or cause to be complied with the Labour Act. Inforce.

(d) The Executive Engineer shall have 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 worker or 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 indemnity from his sub contractors.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach there of shall be deemed to a breach of this contract.

(g) The contractor shall obtain a valid license under the Contract (Regulation and Abolition) Act and Provident fund Act Inforce and rules made there under by competent authority from time to time before commencement of work, and continue to have a valid license unit the completion of the work.

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

**ANNEXURE "C"**  
**Statement Showing the Lead of Materials**

S. No.	Description of Material	Payable Lead

**NOTE :-** This statement is only for guidance of the contractor. The tender should satisfy himself regarding the availability of the quantity of Materials.

**ANNEXURE “D”**  
**FORM OF CERTIFICATE OF INCOME-ACT TO BE SUBMITTED BY CONTRACTORS**  
**TENDERING FOR WORKS COSTING Rs. 2.00 LAKHS OR MORE**

- (i) Name and style (of the company, firm, H.U.F. or individual in which the applicant is assessed to income-act and address for purpose of assessment-
- (ii) The income-tax circle/ward/district in which the applicant is assessed to income-tax.
- (a) Reference No. (or G.I.R. No.) of the assessment.
  - (b) Assessment year and account year.
  - (c) Amount of tax assessed I.T.S.T.E.P.T.B.P.T.
  - (d) Amount of tax paid I.T.S.T.E.P.T.B.P.T.
  - (e) Amount of tax paid I.T.S.T.E.P.T.B.P.T.
  - (f) Balance, being tax not yet paid and reasons for such arrears.
  - (g) Whether any attachment of certificate pending in respect of the arrears.
  - (h) Whether the company or firm or H.U.F. on which the assessment was made has been of is being liquidated, wound up, dissolved, partitioned, of being declared insolvent, as the case may be.
  - (i) The position about latest assessments namely. Whether returns submitted under section 22 (1) of (2) of the Income-Tax Act and wealth tax [Paid under section 18-A of the Act, and be amount of tax so paid or in arrears.
- (iv) In case there has been no income-tax assessment at all in the past, whether returns submitted under section 21 (1) of (2) and 18-A (3), and if so the amount of income returned of tax paid and the income-tax circle ward/district concerned.
- (v) The name and address of branch (es) Verified the particulars set out above and found correct, subject to the following.
- Remarks :-

Date  
Seal

Signature of I.T.O.  
Circle/Ward/District

**ANNEXURE "E"**  
**Specification for the work of construction of .....**

Executive Engineer

**ANNEXURE "F"**  
**Schedule of items and Quantity to be executed**

S.No.	Particulars of items	Unit	Approximate Quantity (as per estimate)
	<b>Enclosed separately.</b>		

SCHEDULE OF ITEM FOR CONSTRUCTION OF BOUNDARY WALL AT  
READYMADE GARMENT COMPLEX INDORE

S. N.	PARTICULARS	UNIT	QTY.
1	Boring, providing and installing bored cast-in-site reinforced cement concrete single under reamed pile of specified diameter and length below the pile cap M20 in cement concrete, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring. The length of the pile to be embedded in the pile cap etc. all complete, including removal of excavated earth with all lifts and leads (Length of pile for payment shall be measured upto bottom of pile cap). Excluding cost of steel. And rates are inclusive of cost of concrete 20.9.2. 250mm diameter. (SOR I/20.9.2)	Mtr.	1184.00
2	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means in over areas foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50m 2.6.1 All kinds of soil. (SOR I/2.6.1)	Cum	16.8
3	Providing and laying in position cement concrete of specified grade excluding centering and shuttering –All work upto plinth level the cost of 4.1.1 with 20mm nominal size graded stone aggregate. 4.1.1.4 <b>M-10</b> (SOR I/4.1.1)	Cu.m	6.64
4	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire up to floor two level including all wastage etc. complete 5.16.6 thermo-Mechanically Treated bars. (TMT) <b>M-20 CC</b> (SOR I/5.16.6)	Kg.	14841.45
5	Providing and laying in position specified grade of reinforced cement concrete ( with 20 mm nominal size graded stone aggregate) excluding the cost of centering shuttering, finishing and reinforcement-all work up to plinth level. 5.1.1 M20 Nominal mix (SOR I/5.1.1)	Cum.	28.20
6	Reinforced cement concrete work in walls (any thickness) including attached 5.2 thickness), pilasters, buttresses, plinth and string courses, filets, columns, pillars, posts and struts suspended floor, roof slab, beams, etc. up to floor two level excluding cost of centering, shuttering, finishing and reinforcement 5.2.1 M 20 Nominal mix (with 20mm nominal	Cum.	21.1

	size graded stone aggregate) (SOR I/ 5.2.1)		
7	Centering and shuttering including strutting, propping etc and removal of form work for 4.3.2 retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets etc. (SOR I/ 4.3.2)	Sqm.	208.56
8	Centering and shuttering including strutting, propping etc and removal of form work for 4.3.3 columns, piers, abutments, pillars, posts and struts. (SOR I/4.3.3)	Sqm.	307.00
9	Brick work with well brunt open batta, bricks, crushing strength not less than 25 kg/ sqcm and water absorption not more than 20% in foundation and plinth 6.3.1 cement Mortar 1:6 (1 cement:6 sand) (SOR I/ 6.3.1)	Cum.	89.00
10	In grating, frames, guard bar, ladder, railings, brackets, gates and similar works. (SOR I/10.23.2)	Kg.	1500.00
11	12 mm cement plaster of mix. 13.1.1 (1:4) (1 cement :4 sand) (SOR I/13.1.1)	Sqm	671.9
12	20 mm cement plaster of mix 13.3.1 (1:4) (1 cement:4 sand) (SOR 13.3.1)	Sqm.	715.5
13	Applying one coat of cement primer of approved brand and manufacture on wall surface : 13.32.1 Cement Primer. (SOR I/13.32.1)	Sqm	1399.00
14	Finishing walls with water proofing cement paint of required shade : 13.33.1 new work . (SOR I/13.33.1)	Sqm	1399.00
15	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : 13.49.1 Two or more coats on new work (SOR I/13.49.1)	Sqm	25.00
16	2.27 supplying and filling in plinth with hard muram/ hard copra under floors including watering ramming consolidating and dressing complete. (SOR I/2.27)	Cum	100.00

Executive Engineer



# M.P. Audyogik Kendra Vikas Nigam (I) Ltd. Indore

Regd. Office : 3/54, A.B. Road, Press Complex, INDORE

## FORM A

### PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

#### TENDER FOR WORKS

I/We hereby tender for the execution, for the M.P.A.K.V.N. (I) Ltd. of the work specified in the under written memorandum within the time specified in such memorandum at (in figures) ..... (in words) ..... Percent below/above or at SOR the rates entered in the schedule mentioned in rule 1 and in accordance in all respects with the specification, designs, drawings and instructions in writing referred to in rule 1 there of and in annexed conditions, and with such materials as are provided for, by and in all other aspects in accordance with such condition as for as applicable.

### MEMORANDUM

Name of work - Construction of Boundary wall at I/A Readymade Garment Complex Indore.

(b) Cost or work put to tender...Rs.21.41 lacs

(c) Earnest money ...Rs.42820/-..

(d) Security deposit (including earnest money) as per rules.

(e) Percentage, if any to be deducted from Bills for income tax and Comr. Tax. as per rules

(f) Time allowed for the work from date of written order to commence 4 month including rainy season.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and provisions of the said condition of the contract annexed here to as for as applicable or In default, therefore to forfeit and to pay the Nigam or his successors in office the sums of money mentioned in the conditions. A separate sealed cover duly superscripted containing the sum of Rs42820.00 As earnest money the full value of which is to be absolutely forfeited by the Nigam or his successors in office, without prejudice to any other rights or remedies by the said Nigam or his successors in office, should I/We fails to commence the work specified in the above memorandum, of should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1 of the said condition of contract, the said sum of Rs.42820.00 Shall be retained by Nigam on account of security deposit as aforesaid.

Signature of witness to before

Contractor's Signature

Signature of the contractor

submission or Tender

Dated.....day of .....

Address of witness .....

Occupation of the witness .....

Dated the ..... day of .....20

## **Condition of Contract for form A.B. and C.**

### **Definition :**

1. In the contract the following expressions shall unless otherwise required by context have the meaning hereby respectively to them :-

(a) The "Contract" means the documents, forming the notice inviting tenders and tender documents letters of negotiations and submitted by the tenderers and the acceptance there of including the formal agreement executed between the M.P. AKVN (I) Ltd. and the contractor.

(b) The expression "works" shall unless, thereby mean something either in the subject of context repugnant to such construction, be construed and taken to mean the works or by virtue of the contract contracted to be executed whether original, altered, substituted or additional.

(c) The "Site" shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through work is to be executed under the contract or any adjacent land, path of street which may be allotted or the purpose of the carrying out the contract.

(d) The "Engineer-in-Charge" means the Executive Engineer or Project Engineer or the Assistant Engineer, as case may be who shall supervise and be incharge of the work and who shall sign the documents on behalf of the M.P. AKVN (I) Ltd.

Note: - "Words" importing the singular number including plural and vice-versa.

### **Security Deposit**

**Clause 1:-** The person whose tender is accepted (hereinafter called the contractor, which expression shall unless included by repugnant to the context include his heirs, executors, administrators representative and assigns) shall permit Nigam at the time of making any payments to him for the value of work done under the contract to deduct the security deposit to be taken for due performance of the contract, under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 percent of the cost of the work executed.

### **Compensation for Delay**

**Clause 2: -** Works for which completion period is below or up to six months :- The time allowed for the carrying out the work as entered in there tender form, shall be strictly observed by the contractor and shall be deemed to be essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor for a work.

**Works, for which the completion period is beyond six months :-** The period will be reckoned from the thirteenth day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contractor.

Contractor should give proportionate progress with reference to the time allowed for completing total work. Penalty for delay will be levied on week to week delay basis. Maximum penalty would be 10% of probable amount of contract after adjusting percentage.

The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under the clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any.

**Action when the work is Left Incomplete, Abandoned or Delayed beyond the Permitted Limit Allowed by the Managing Director.**

**Clause 3:-**In any case in which under any clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or of deducted in instalments ) or committed a breach of any of the rules contained In clause -24 or in the case of abandonment of the work, except due to permanent disability or death of the contractor or any other cause, the Managing Director on behalf of the M.P.A.K.V.N.(I) Ltd. Shall give a notice before 15 days for work costing up to Rs.10.00 lacks, and before 30 days for works costing above Rs. 10.00 lacks, and in the event of the contractor failing to comply with the direction contained in the said notice, shall have power to adopt any of the following courses, as he may deem fit in the interest of the Nigam.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Managing Director shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Nigam.
- (b) To employ labour paid by the Department and to supply material to carry out the work or any part to the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Accounts Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respected in the same manner and the same rates as if it had been carried out by the contractor under the terms or his contractor or the cost of the labour and the price of the material as certified by the Accounts Officer, which ever is less. The certificate of the Account Officer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part there of as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expensed which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (or the amount of which excess certificate in writing of the accounts officer shall be final and conclusive) shall be born and paid by the original contractor and may be deducted from any money due to him by Nigam under the contractor or otherwise from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any above courses being adopted by the Managing Director, the contractor shall have no claim to compensation for any loss sustained by reason or his having purchased or procured any materials or entered into any agreements or made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contractor Executive Engineer/Project Engineer will have certified in writing the performance of such work and the value payable in respect there of and he shall only be entitled to be paid the value so certified.

Whenever action is taken under clause 3 (a) the contractor's bill shall be finalised within one month from the date of rescission both in the case of building works and road and bridge works.

**Power to Take Possession of or Require removal of Materials, Tools  
Plants of sale of Contractor's Plants etc.**

**Clause 4:-** In any case in which any of the powers, conferred upon the Managing Director by clause-3 here of, shall have become exercisable and the same shall not be exercised, the non-exercise there of shall not constitute a waiver of any of the condition here of and such powers shall notwithstanding be exercisable in the event of any future case of default by contractor for which he is declared liable to pay compensation amounting to the whole of his security deposit and the contractor for the past and future compensation shall remain unaffected in the event of the Managing Director putting in force either of the power (a), (b) or (c) vested in him under the proceeding clause, he may if he so desires, take possession of all or any tools plant material, and stores, in or upon the works, of the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof or paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates, to be certified by Managing Director whose certificate there of shall be final, otherwise the Managing Director may give notice in writing to the contractor of his clerk or the works foreman or other authorized agent asking him to remove such tools, plant, material, or stores from the premises (with in a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Managing Director may remove them at the contractor's expenses or sell them by Action or private sale on account of the contractor and at his risk in all respects and the certificate of the Managing Director as to the expense of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

**Extension of Time**

**Clause 5:-** If the contractor desires an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Managing Director with in 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Managing Director with whom he has signed the agreement shall if in his opinion, (which shall be final) reasonable grounds are shown therefore, may authorize such extension for a period not exceeding equal of the period provided originally . Any further extension shall be subject to previous sanction of the Board (ground to be shown thereof), provided always where the Managing Director has recommended the grant of the extension/permitted the contractor to carry out the work reserving the right of the department to impose the liquidated damages (as provided for under the agreement) the running bills shall continue to him.

Provided further is any extension applied for is proposed to be refused the competent authority shall give the contractor an opportunity to be heard before taking final decision.

**Final Certificate**

**Clause 6:-** On completion of the work or supply the contractor shall be furnished with a certificate by Executive Engineer of such completion in the form appended at the last, but no such certificate shall given, nor shall the works be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding surplus material and rubbish and cleaned off the dirt from all woodworks, doors, windows, walls, or other quite of and building in, upon of about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, not until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive against the contractor, If the contractor fails to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbing

and cleaning of the dirt on before the date fixed for the completion of the work, the Engineer-in-charge may on the expenses of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such Dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus material as aforesaid, except for any sum actually realised by the sale thereof.

**Payment on Inter medial Certificate to be regarded as Advances.**

**Clause 7:-** No payment shall be made for work estimated to cost less then Rs. 50.000/- (Rs. Fifty thousand) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of execution of works is considered desirable in the interest of work, the contractor may be paid at the discretion of the Engineer-in-Charge. But in the case of works estimated to cost more than rupees fifty thousand the contractor shall on submitting the bill there for, be entitled to receive a monthly payment<sup>6</sup> proportionate to the part there of the approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor, But such intermediate payment be regarded as payment by way of advance against the final payment for works actually done and completed, and shall not precluded the requiring of bed unsound, and imperfect of unskillful work to be removed taken away and reconstructed, of erected, of be considered as on admission of the due performance to the contractor or any such part there of in any respect, of occurring of any claim, nor shall it conclude, determine, or affect in any way the powers or the Engineer-in –Change under these conditions or any of them as the final settlement and adjustment of the accounts otherwise, or in any or the way very or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-Charge's Certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on parties. Intermediate payment shall nit exceed 75%of total cost of work.

**Bills to be submitted Monthly**

**Clause 8 :-** A bill shall be submitted by the contractor each month or before the date fixed by the Managing director for all work executed in the previous month , and the Engineer –in-charge shall Take or cause to be taken the request measurement for the purpose of having the same verified and the claim as far as admissible adjusted . If possible before expire of ten days from the presentation of the bill. if the contractor dose not submit the bill with in the presence of the contractor, whose countersigned to the measurement will be sufficient warrant , and Engineer –in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

**Bill to be on Printed forms .**

**Clause 9:-** The contractors shall submitted all bill on printed forms to be had on application the officer of the Managing Director, and the charges for the bill shall be 10/- per bill each of three copy . One copy of which shall be given to contractor free of cost or in the case of any extra work ordered in pursuance of these condition , and not mentioned or provided for in the tender at the rates here in a provided for such work.

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the done after reducing the cost of materials supplied departmental by any the rates specified the agreement.

**Receipts to be signed by Partners or persons having Authority**

**Clause 10:-**Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the contractors have

described in their tender as a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

### **Stores Supplied by the Nigam**

**Clause 11:-** (a) Material to be supplied by the Department will be shown in the schedule provided in the contract such material shall be supplied for the purpose of contract only and the value of materials so supplied shall be deducted at the specified rates and as when materials are consumed in items of work for which payment are being made. All such materials shall remain the absolute property of the Nigam and shall not be removed from the site.

(b) All such material in surplus shall be returned by the contractor at the place of issue at his own expense. Only such materials as are in good condition shall be taken as decided by the Engineer-in-charge.

(c) In case of material incorporated in the schedule, proper daily account shall be kept by the contractor, this account shall be open for inspection by the engineer-in-charge consumption and balance of materials supplied by the department by 19<sup>th</sup> and 5<sup>th</sup> of each month. If any such materials so issued does not tally with the progress of work department account the contractor shall be charged for such shortages, at the market rate, or issue rate whichever is more as on the date of such deduction.

(d) If at any time subsequent to the execution of a contract on a through rate basis, the contractor desires the issue to him for use on a work of materials which exist in Nigam stores, but the supply whereof by government was not provided for in the contract, materials shall not be issued except with the express authority of the managing director who should specify in case the rate to be charged for the materials inclusive of delivery at the place where they are stored the rate charged shall be market rate borne by government in connection with the supply, such supply of materials by the department shall not be treated as sale.

(e) For the material intended to be supplied by the department, as mentioned in the schedule in tender form could not be given for any reasons required as per immediate progress of the work the contractor shall be granted extension of

Under clause -5 of the agreement. If, however such supplies are not made within 50% extra time, beyond the completion period as per contract it shall be open to the contract either to determine the contract or for extension of time.

### **Advanced to control**

**Clause 12:-** Advances to contractor are as a rule prohibited, and every endeavour should be made to maintain a system, under which no payment are made except for work actually done, exceptions are however permitted in the following cases :-

Cases in which a contractor/whose contract is for finished work, require an advance on the security of materials bought to sites, Executing Engineer may in such, sanction advance up to an amount not exceeding 75% of the value but 90% in the case of steel (as assessed by the Asstt. Engineer) provided that the rate allowed in no case is more than the rate payable for the finished item as stipulated in the contract of such materials, provided that they are not of imperishable nature and that a formal agreement is drawn up with the contractor of such materials, provided that they are not of imperishable nature and that a formal agreement is drawn up with the contractor under which Nigam secures a lien on the material and is safeguarded against losses due to the contractor postponing the execution of

the work or to the shortage of the material, and against the expense entitled for their proper watch and safe custody.

Payment of such advances should be made only on the certificate of officer not below the rank of Asstt. Engineer, that the quantities of materials upon which the advances are made have actually been brought to site, that the contractor has not previously received and advance on the security and that all the materials are required by the contractor for use on items of work for which rates for finished work have been agreed upon. Recoveries of advances so made should not be posted until the whole of the work entrusted to the contractor is completed. They should be made from his bills, for work done as the materials are used. The necessary deduction being made when ever the item of work in which they are used are billed for.

Before granting the above secured advance the contractor shall sign the prescribed indenture Bond in there prescribed form.

All the works measured will be paid and work done nut not measured will not be paid in any case.

#### **Work to be Executed According with Specification, Drawing, Order etc.**

**Clause 14 :-** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Engineer –in-Charge and lodged in his office and to which the contractor shall be entitled to have access at such officer or on the site of the work for the purpose of inspection during officer hours and the contractor shall, if he so requires, be entitled at his own expense to take or cause to be made copier of the specification, and all such designs, drawing and instructions as aforesaid.

MPPWD Specification shall apply along with the various ISI codes in the case of any variance the following order of precedence shall prevail.

- (1) Specification as per NIT (2) Specification as per SOR of the Circle..(3) ISI Code / IRC Specification (4) MPPWD Specification /MOST.
- (5) Mode of measurement for building shall be as provided in the SOR applicable in the contract. Where such mode of measurement is not specified in the SOR it shall be done as per ISI Code of building measurement . However, if any mode of measurement is specifically mentioned in the NIT the same will get precedence offer all the above.

#### **Parts used in Superstructure**

**Clause 15 :-** In respect all bearings, or hinges, similar parts intended for use in the superstructure of any bridge, the contractor shall, whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of the parts and the material used there in any officer of the Directorate of the Ministry or works, production and supply of the Government of India and such bearings hinges of similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance there of from the directorate of inspection. All inspection charges will be payable by the contractor.

(The clause may be struck off if the tender is not for bridge work.)

#### **Additions, Alterations in Specification and designs.**

**Clause 16 :-** The Engineer-in-charge shall have power to make any alteration omission from, addition to or substitution for the original specifications drawings, designs and instructions, may appear to him to be necessary of advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge such alteration omission,

additions or substitution shall not invalidate the contract and altered, additional or substitute 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 respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work, provided the total values of such increased or substituted work dose not extension beyond 25% of the value and 25% by volume of each item excluding of contractor's percentage, Extension beyond 25% can be given by approval of aboard of M.P.A.K.V.N.

Extension of time in consequence of Alterations :- The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contractor's work and certificates of the Engineer-in-Charge shall be conclusive as to such proportion.

Rates for works not in schedule of rate :- If altered, additional or substituted work includes any class or work, for which no rate is specified in this contract, then such classes or work shall be carried out at the rates entered in the applicable schedule of rates which was in force on the date of tender provided that when the tender for the original work as a percentage below / above the schedule of rate the altered, additional or substituted work require as aforesaid shall be chargeable at the said schedule of rate minus / plus the same percentage deductions, additional and if such class of work is not entered in and arranged to carry it out in such manner as may be considered advisable provided always and if the contractor shall commence work or incur and expenditure in regard there to before the rates shall have been determined as lastly herein before maintained that and in such case he shall only be entitled to be paid in respect of the work carried out on expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge in the event of any dispute the decision of the managing Director shall be final.

With in a period of 7 days. The Engineer-in-Charge shall obtain approval modification of the proposed rate from the competent authority and communicate the same with in a period of 4 week to the contractor. In case the contractor agree to the above rate as fixed by the competent authority then they shall form a part of supplementary schedule of the contract agreement. If contractor does not agree to the rate of the competent authority than it shall be open for the Engineer-in-Charge to get the work executed through any other agency. The contractor will not however be entitled to any compensation due to delay of hindrance of loss or profit accruing on account of this extra work executed by alternative agency.

If the contractor commences not-schedule work or incur expenditure in regard there to before the rates. Shall have been determined by the competent authority, then he shall be entitled for payment for the work done as may be finally decided by the competent authority in the event of dispute, the decision of the Managing Director shall be final.

**No claim to any payment or compensation for alteration restriction of work.**

**Clause :-** If by any time after the execution of the contract documents, the Engineer-in-Charge shall for any reason what so ever require the whole are any part of the work as specified in the tender to be stopped for any period or shall not require the whole any part of the work to be carried out at all or to be carried by the contractor, he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally or partially as the case may be.

In any such, except as provided hereunder, the contractor shall have no claim any to payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not so derive in consequence of the full amount of the work not having been carried out, or any account of any loss that he may be put to on account of materials purchased or agreed to be purchased



or for unemployment of labor recruited by him, He shall not also have any claim for compensation be reason of any alteration having been made in the original specification completed, where however, materials have already been purchase or agreed to be purchased by the contractor shall be paid for such material at the rates determined by the Engineer-in-Charge provided they are not excess of requirements and or approved quality and or shall be compensated or the loss, if any, that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffers any loss on accounts of his having to pay labor charges during the period which the stoppage of work has been ordered under the clause the contractor shall, on application be entitled to such compensation on account of labor charges as the Engineer-in-Charge, whose decision shall be final, many consider reasonable, provide that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-Charge, the labour could have been employed by the contractor elsewhere for the whole or part or the period, during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than six months, then, this suspension of the work will be considered as permanent stoppage of work, and the contractor can determine the contractor is he so desires.

#### **Time Limit for Unforeseen Claims**

**Clause :-** Under no circumstance the contractor be entitled to any compensation from MP AKVN (I) Ltd. On any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge with in one month of the cause of such claim accruing.

Action and Compensation Payable in the Case of Bad Work

**Clause 19 :-** If at any time before the security deposit is refund to the contractor, it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound imperfect of unskillful workmanship of with materials of inferior quality, of that any materials or articles provide by him for the execution of the work are unsound or of a quality, interior to that contractor for, or otherwise not accordance with contractor, it shall be lawful the Engineer-in-Charge to intimate this fact in writing to the contractor and then not with standing that the work, materials or articles complained of may have been inadvertently passed certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, of remover and reconstruct the work of the work so specified in whole or in part as the case may require, of is so require, shall remove the materials or article so specified And provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified at his own proper charge and cost, and in the failing to do so within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent, on the amount of contract put to tender every day not exceeding ten days, during which the failure the Engineer-in-Charge may rectify or remove and, re execute the work of remove and replace materials or articles complained of as the case may be at the risk and expense in all respects of the contractor, Should the Engineer-in-Charge consider that any such interior work or materials as described above may be accepted or made use of, it shall be with in his discretion to accept same at such reduced

#### **Work to be open for inspection-contractor or Responsible Agent to be present**

**Clause 20:-** All work under or in course of execution or executed in pursuance of the contract Shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contract shall at all times during the usual working hours, and at all other time at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the work Shall have been given to the contractor, either himself be

present to purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

## **Notice to be given Before Work in Covered Up**

**Clause 21:-** The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and dimensions there of be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate incharge of the work and if any work shall be covered, up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default There of. No payment or allowance shall be made for such work of the materials with which the same was executed.

### **Contractor Liable for Damage Done and for Imperfection work After Certificate of Completion**

**Clause 22:-** If the contractor or his work people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road, road curbs, fences, enclosures,

Water pipes, cables drains, electric or telephone posts or wires trees grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever, or any imperfection become apparent in it within three months in case of building works and other works (six months in case of road work) after a certificate final or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make good the same at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workman, and deduct the expense (of which certificate of the Engineer-in-charge shall be final) from any sums that or at any time thereafter may become due to the contractor or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

The contractor hereby also convince that it shall be his responsibility to see that the building constructed under his contract does not leak during the period of two consecutive rainy seasons after its (their) completion and if any defects are pointed out to him by the Engineer-in-Charge during the period, the same shall be removed by him at his own expense or in default the Engineer-in-Charge may get them removed and deduct the expenses thereof from any sum that may be then due to or may become due to the contractor or from the security deposits of the contractor an amount equal 20% cost of the roof shall, not with standing anything contained in this clause, be retained till the roofs are tested during the two rainy seasons as aforesaid and the defect are fully removed and if any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrears of land revenue/cash security.

The security deposit of contractor shall be refunded as per table given below, provided always that all the recoveries against him are realized and at the time of refund of security deposit the work is in good and satisfactory condition.

Completion certificate	Final Payment	Maintenance Period	%of S.D. to be refunded
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Obtained	not made	is over	75%
Obtained	not made	is not over	50%
Obtained	made	is over	100%
Obtained	made	is not over	75%
not Obtained	not made	is not over	Nil

**Note:** Maintenance period will be three months for building and other works and six months for road works but in case of building work 20% of the roof shall be refunded after two consecutive rainy season for tenders of supply of material maintenance period will be one month from date of supply.

#### **Contractor to Supply Plants, Cedars, Scaffolding etc.**

**Clause 23:-** The contractor shall supply his own cost materials (except such special materials if any, as may in accordance with the contract be supplied from the Nigam's Stores) plant, tools, appliances implements, ladders, cordage tackle scaffolding and temporary works, requisite for proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract referred to in these conditions not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to may matter as to which under these conditions to be satisfied or which he entitled to require together with carriage here for to and from the work . The contractor shall also supply without charge requisite number of person with the names and materials necessary for the purpose of setting out works, and counting weighing are assisting in the measurement or examination at any time and from time to time of the work or materials, Failing his so expense may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a portion thereof.

Contractor is liable for damages arising from non-provision of lights fencing etc. The contractor shall also provide at on his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to project the public from accident and shall be bound to bear the expenses of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of above precautions and to pay damage and cost which may be awarded in any such suit action of proceeding to any such person of which may with consent of the contractor be paid to compromise any such person.

#### **Compensation under Section 12 Sub-section (1) of the Workman's Compensation Act.1923**

**Clause 24:-** In every case in which by virtue of the provision of section 12 sub-section(1) of the workmen's compensation Act. 1923,Nigam is obliged to pay compensation to a workman employed by the contractor in execution of the works. Nigam will recover from the contractor the amount of compensation so paid and without prejudice to the right of Government under section (1) sub-section (1) of the said Act, Government shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor, whether under his contract or otherwise Government may not be bound to contest any claim made against them under section 12, sub section (1) of the said Act except on the written request of the contractor and upon his giving to Government full security for all cases for which Government might become liable in consequence contesting such claim.

#### **Labour**

**Clause 25:-** The contractor should get himself registered under contractor-Labour Regulations and Abolitions Act, 1970 and get registration in Provident fund Act, 1952

including its amendment after getting a certificate from the principle employer, who will be the Managing Director AKVN.

#### **Labour below the age of 16 years**

**Clause 26:-** No labour below the age of 16 years shall be employed on the work.

#### **Fair Wage**

**Clause 27:-** The contractor shall pay not less than fair wage to labourers engaged by him work Explanation -- (a) "Fair Wage," means wage whether for time or piece work notified, at the time of inviting tender for the work and where such wages have not been so notified, the wages prescribed by the work Department for the division in which the work is done.

(b) The contractor shall, notwithstanding the provision of any contract to the contrary cause to be paid a fair wage to laborers indirectly on the work including any labour engaged by his subcontractors in connection with the said works, as if the labourers has been immediately any employed by him.

(c) In respect of labour directly or indirectly employed on the work for the performance of contractors part of this agreement the contractor shall comply with the labour Act, in force.

(d) The Executive engineer of Asstt. Engineer shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker of reasons of non-fulfillment to the condition of the contract for the benefit of the workers non-payment or wages, of deduction made from his or their wages, which are not justified by the terms of contract or non-observance of the regulation.

(e) The contractor shall be primarily for – all payment to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his subcontractor.

(f) the regulations aforesaid shall be deemed to be part of his contract and any breach deemed to be a breach of this contract.

#### **Work not to sublet**

**Clause 28 :-** the contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent:

The contract shall be assigned or sublet without the written approval of the Managing Director, and if the contractor shall assign or sublet his contract, or attempt, so to do or becomes insolvent commence any insolvency proceeding or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Managing Director may thereupon by notice in writing rescind the contract and the S.D. of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under clauses 3 hereof and in addition the contractor shall not recover or be paid any work thereon for actually performed under the contract.

If the contractor gets item/items of work executed on a rate basis with materials, this shall not amount to subletting of the contract.

Sum Payable by way of Compensation to be considered as Reasonable Compensation without Reference to Actual Loss.

**Clause 29 :-** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of government without reference to the actual loss of damage sustained, and whether or not any damage shall have been sustained.

### **Change in the Constitution of Firm**

**Clause 30 :-** In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer in Charge for his information.

### **Work to be under the Direction of Executive Engineer/Project Engineer**

**Clause 31 :-** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer/Project Engineer of the Corporation for the time being who shall be title to direct at what point or points and in what manner they are to be commenced from time to time carried on.

### **Arbitration Clause**

**Clause 32 :-** Except as otherwise provided in this contract all question and dispute relating the meaning of the specifications, designs, drawing and instructions herein before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs, drawing specification, estimates, consuming the works, or to the execution or failure to executive the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to Managing Director M.P. SIDC shall give his written instructions and or decisions within a period of 60 days of such request. This period can be extended by mutual consent of the parties,

Upon receipt of written instruction or decisions, the parties shall promptly proceed without delay to comply such instructions of decisions. If the Managing Director fall to give his instruction or decision in writing within a period of 60 days or mutually agreed time after being requested the parties are aggrieved against the decision of the M.D. the parties may within 30 days prefer and appeal to the Board of Director who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The board of Director will give his decision within 90 days if any party is not satisfied with the decision of the Board he can refer such disputes for arbitration by an Arbitration Board to be constituted by the State Government which shall consist of three members or whom one shall be chooses from among the officers belonging to the Department not below the rant of M.D., one Retired Chief Engineer of any Technical Department. The following are also the terms of contract namely:-

- (a) No person other than the aforesaid arbitration Board constituted by the Government (to handle cases of all Technical Department) shall act as arbitration and if any reason the possible matter shall not be referred to arbitration at all.
- (b) The State Government may at any time effect any charge in the personnel of the Board, and the new member of member appointed to the Arbitration Board shall be entitled to proceed with the reference from the stage at which it was left by his or their predecessors.
- (c) The party invoking Arbitration shall specify the dispute or disputes to Arbitration under this clause together with the amount on claimed in respect of each such dispute (s).
- (d) Where the party invoking Arbitration is the contractor, no reference for Arbitration shall be maintainable, unless the contractor furnished a security deposit a sum determined according to the table given below, and the sum so deposited shall on the determination of Arbitration proceeding be adjusted against the cost, if any awarded by the board against the party and the balance remaining after such adjustment or in the absence of the such cost being awarded the whole of the sum shall be refunded to him within one month from the date of the award,

#### **Amount of claim**

For claim below Rs.10,000

#### **Rate of Security Deposits**

5%of the amount claimed subject to minimum of Rs.200

For claim of Rs. 10,000 & above but below Rs. 10,000      3%of the amount claimed subject to minimum of Rs.500

For claim of Rs. 1,00,000 & above      2%of the amount claimed subject to minimum of Rs.3000

- (e) If the contractor does not make any demand of Arbitration in respect of any claim (s) in writing within 90 days on receiving intimation from the Executive Engineer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Nigam shall be discharged or released of all liabilities under the contract in respect of such claim.
- (f) The Arbitration Board may from time to time with the consent of the parties extend the time for making the award.
- (g) A reference to the Arbitration Board shall be no ground for not continuing the work on that part of contractor and payment as per terms and conditions of the agreement shall be continued by the Department.
- (h) Except where otherwise provided in this contract, the provision of the Arbitration Act. 1940 and the rules made there under for the time being in force shall apply to the Arbitration proceeding under this clause.

#### **Lump Sums in Estimate**

**Clause 33 :-** When the estimate on which a tender is made includes lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimates and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to and sum or sums payable to him under the provisions of this clause.

#### **Action Where no Specification mentioned**

**Clause 34 :-** In the case of any class of work for which there is no such specification as is mentioned in Rule, such work shall be carried out in accordance with the specification approved by Superintending Engineer/Chief Engineer for application to work in the event of there being no such specification then in such case. The work shall be carried out in all respect in accordance with the instruction and requirement of the Engineer-in-Charge.

#### **Contractor's Percentage whether Applied to Net or Gross amount of Bills**

**Clause 35 :-** The percentage referred to in tender will be deducted from added to the gross amount of the bills for work done after the deduction of the cost of material supplied by the department.

#### **Claim for Quantities Entered in the Tender of Estimate**

**Clause 36 :-** Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate but such variations can not be more than or less 25% by value and by volume.

### **Claim for Compensation For delay in starting the work**

**Clause 37 :-** No compensation be allowed for any delay caused in the starting of the work on account of acquiescing of land or in the case of clearance works on account of any delay in according sanction to estimates.

### **Employment of Scarcity Labour**

**Clause 38 :-** If government declare a state of scarcity or famine to exist in any village striated within sixteen kilometers of the work, the contractor, shall employ upon such parts of the work. As are suitable for unskilled labour, any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in which Government may have fixed in his behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

### **Refund of Quarry Fees and Royalties**

**Clause 39 :-** Rate quoted will be including royalty charges. All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any should be paid by the contractor, and is not refundable in any case.

In the case of any dispute about payment of Royalty charges, decision of the Managing Director will be final.

### **Technical Examination**

**Clause 40 :-** The Nigam shall have right to case Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers abstracts, etc. to be made as per payments of the final bill and if as a result of such Audit and Technical Examination the contractor any work claimed by him to have been done under contract and found not to have been executed the contractor shall liable to refund the amount of over payment and it shall be lawful fir the Government to recover the same for Security Deposit of the contractor of from any dues payable to the contractor or from the Nigam account. It is found that the contractor paid lesser then what was due to him under the contract in respect or any work executed by him under it, the amount of such under payment shall be paid duly by the Nigam to the contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the Executive Engineer shall be final.

In case of Technical Audit consequent on which there is a recovery from the contractor, on recovery should be made without order of the Managing Director, whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within a period of six months from the date of completion.

### **Death or permanent liability of contractor**

**Clause 41 :-** If the contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contractor becomes permanently incapacitated where the surviving partners only minors, the contract shall be closed without laying any damages/compensation is provided for in clause 3 of contract agreement.

However, if the heirs of the individual work proprietary authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement



for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

**Penalty for Breach of Contract**

**Clause 42 :-** On the breach of any terms or conditions of the contract by the contractor the Nigam shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach, without prejudice to the right of the Nigam to recover further sum as damages from any sums due or which may become due to the contractor by the Nigam or otherwise howsoever.

**SCHEDULE**

Schedule showing approximately materials to be supplied by the department under clause 11 for works contracted to be executed and the rate at which they are to be charged for.

Particulars of Materials	Rates of which the materials will be charged to the contractor Rs.                      Ps.	Place of Delivery
(1)	(2)	(3)

Note :- The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

Notice to the Start Work :- Contract for the work .....  
has been accepted by me on behalf of the M.P.A.K.V.N.(I) Ltd., INDORE on the  
..... day of .....20..... and  
the notice to the Contractor (s) to start work is issued vide this office memorandum No.  
..... dated.....

Managing Director

Drawing