

N.I.T. No. 255/WRM&E/2021-22/WALMI/E-Tendering /Bhopal

Dated 13.05.2021



M.P. WATER AND LAND MANAGEMENT INSTITUTE

KALIASOTE DAM, KOLAR ROAD, BHOPAL – 462016

Tender Document

Tender system No.

Name of Work	:	ANNUAL RATE CONTRACT FOR CARRYING OUT RAIN WATER HARVESTING WORK IN BHOPAL DISTRICT
Probable Amount of Contract (PAC)	:	₹ 30 Lakhs (Rupees Thirty Lakh Only)
Amount of Contract	:	
Name of the Contractor	:	
Agreement No & Date	:	
Work order No. & Date	:	
Period of Contract	:	12 Month (Twelve Months) Including rainy Season

Administrative Officer
WALMI, Bhopal

SECTION 1
Notice Inviting e-Tender
M.P. WATER AND LAND MANAGEMENT INSTITUTE
KALIASOTE DAM, KOLAR ROAD, BHOPAL - 462016

N.I.T. No. 255/WRM&E/2021-22/WALMI/E-Tendering /Bhopal

Dated 13.05.2021

Tender No. 11

Online item-rate tenders with pre-qualification documents for following work (s) are invited behalf of the Director, WALMI, Bhopal from the registered contractors in M. P. Public Works Department Bhopal under centralized registration system. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority. The detailed conditions of the tender and Pre-Qualification have been given in the website: (<https://www.mptenders.gov.in>). *(The bidder would be required to have valid registration at the time of signing of the Contract. Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit)

S. No.	Work	District(s)	Probable Amount (Rs. in lakh)	Completion Period (months)
1	Annual Rate Contract For Carrying Out Rain Water Harvesting Work In Bhopal District	Bhopal	₹30 Lakh	12 Month

1. Interested bidders can view the NIT on website <https://www.mptenders.gov.in>
2. The Bid Document can be purchased only online from (Date) 13.05.2021, (time) 11:00 hrs. to (Date), 28.05.2021 (time) 17:00 hrs.
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Administrative Officer,
WALMI, Bhopal

Notice Inviting Tender

M.P. WATER AND LAND MANAGEMENT INSTITUTE

KALIASOTE DAM, KOLAR ROAD, BHOPAL - 462016

N.I.T No. 255/WRM&E/2021-22/WALMI/E-Tendering /Bhopal Dated 13.05.2021

Online tenders with pre-qualification documents for the following work (s) are invited on behalf of the Director, WALMI, Bhopal from the contractors registered in M.P. Public Works Department Bhopal under centralized registration system. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority. The detailed conditions of the tender and Pre-Qualification are given in the website: <https://www.mptenders.gov.in>. *(The bidder would be required to have valid registration at the time of signing of the Contract. Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit)

S. No.	Name of the Work	District	Probable Amount of Contract (Rs. in lakh)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Category of Contractor	Period of Completion (in Months)
1	Annual item rate Contract for Carrying Out Rain Water Harvesting at WALMI Bhopal	Bhopal	₹ 30 Lakh (Rs. Thirty Lakh only)	₹ 0.30 Lakh/- (Rs. Thirty Thousand only)	₹ 1000/-	Registered in MPPWD centralized registration system	12 Months

* Vide Govt. of M.P. order No. F 17-1/19/B/2010/644 dated 17-08-2016 categories of contractors have been abolished. Therefore, all the contractors registered in any category will be deemed to be registered in the eligible category.

1. All the details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of portal fees through Credit/ Debit/ Cash Card/ Internet Banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) Pay the cost of Bid Document as prescribed;
 - ii) Deposit the Earnest Money as prescribed;
 - iii) Submit the prescribed check list; and

- iv) Submit prescribed affidavit as per Annexure-B.

Details can be seen in the Bid Data Sheet.

4. The prospective bidders can inspect the premises of WALMI Campus Bhopal on any working day during the mentioned date/ period between 2 to 4 PM. They may contact Administrative Officer, WALMI, Bhopal for the same.
5. Pre-bid Meeting with interested bidders will be held on **21.05.2021 at 2.30 PM** in the Visitors-Room/ Seminar-Hall. Interested bidders may participate in the meeting for any clarification related to this contract.
6. Tender document including all Annexure, Appendix, except the Financial Bid in Envelop C, will be part of the Technical Bid which must contain the scanned copy of EMD and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on Portal (www.mptenders.gov.in).

2. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid, the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.
 - (b) The bidder would be required to have valid registration at the time of signing of the Contract.
 - (c) Failure by the selected bidder to sign the contract, for what so ever reason shall result in for feature of the earnest money deposit.
5. **Pre-qualification** – Pre qualification conditions, wherever applicable, are given in the Bid Data Sheet.
 6. **Special Eligibility** – Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
 7. The Bid Document can be purchased only online from 13.05.2021, 11:00 hrs. to 27.05.2021, 17:00 hrs.. Other key dates may be seen in bid data sheet.
 8. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Administrative Officer
WALMI, Bhopal

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

BACKGROUND:

- a. WALMI Bhopal is a prestigious institute located at Kaliasote Dam, Kolar Road, Bhopal with a big Agricultural Research Farm that include field crops, orchards, protected cultivation structures, lawns, ornamental trees, etc. and other establishments including residential area, Guest House and Training Centre.
- b. The tendering firm has to carefully assess the scope of work with specific reference to the nature of the work to be carried out and understand the details of the infrastructure/ facilities requisitioned. For any clarification(s) as to the tender/ scope of work or inspection of the premises, the prospective bidders may contact Faculty Head, WRM&E with prior appointment on phone No. 0755-2492672 on any working day between 2 to 4 PM.

1. Scope of Bid

The jurisdiction of the works to be executed under the bid shall be in Bhopal district covering both urban and rural area as per work assignments received by the institute. The detailed description of work, hereinafter referred as 'work', is given in the Bid Data Sheet.

2. General quality of work:

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

3. Procedure for participation in e-tendering

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

4. One Bid per bidder

- 4.1 The bidder can be an individual entity or a joint venture (if permitted as per Bid Data Sheet). In case the J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.
- 4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

5. Cost of bidding

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

6. Site visit and examination of works

The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs in this respect shall have to be borne by the bidder. They may contact Faculty Head/Asstt. Engineer, WRM&E, WALMI, Bhopal.

B. BID DOCUMENTS

7. Content of Bid documents

The Bid Document comprises of the following documents:

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

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

9. Pre-BID Meeting (where applicable)

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

10. Amendment of Bid Documents

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

C. PREPARATION OF BID

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

12. Documents comprising the Bid

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

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

- i) Registration number or proof of application for registration and organizational details in the format given in the Bid Data Sheet.
- ii) Payment of the cost of Bid Document, if prescribed;

- iii) Earnest Money, if prescribed; and
- iv) Duly notarized affidavit as per Annexure-B.

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

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

13. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. Technical proposal

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

15. FINANCIAL BID

- i. *Only item wise rates given therein shall be quoted.*
- ii. *Item wise rates shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. *All duties, taxes, and other levies payable by the bidder shall be included in the rates quoted by the bidder.*

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

16. PERIOD OF VALIDITY OF BIDS

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

17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2 The EMD shall be deposited online on the portal www.mptenders.gov.in.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. SUBMISSION OF BID

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

E. OPENING AND EVALUATION OF BID

19. PROCEDURE

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

- 19.4 After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid. Since the quantities of work are uncertain at present, it is not possible to evaluate the lowest bidder for the entire contract and it is made clear that the comparison will be made for each item and bidder quoting lowest rate for a particular item will be considered for award of work and more than one bidders may be given award of part-work based on the evaluation of each offer for each item of the work. Since it may not be workable for a bidder getting less than 5 items of work in this process, it is made clear that such bidder can surrender his items of works in favor other bidder who is lowest in more than five items; this arrangement will be permissible with mutual consent of both the bidders and the rate admissible will be the one that is offered by the lowest bidder for the items of work surrendered. This arrangement is provisioned with a special consideration of practicality and has to take shape of legally bound document with the consent of WALMI before the acceptance. Once the bids are accepted this special provision cannot be invoked.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. Confidentiality

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

F. AWARD OF CONTRACT

21. Award of Contract

The Employer shall notify the acceptance to successful bidder/s by issuing appropriate 'Letter/s of Acceptance' (LOA).

22. Performance Security

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

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

23. Signing of Contract Agreement

- 23.1 The successful bidder/s shall have to furnish Performance security and sign the contract agreement within 15 days of issue of LOA.
- 23.2 The signing of contract agreement/s shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the bidder/s for commencement of work.
- 23.3 In the event of failure of the successful bidder/s to submit Performance Security or sign the Contract Agreement, his/their EMD shall stand forfeited without prejudice to the right of the employer for taking any other action against such bidder/s.

24. CORRUPT PRACTICES

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

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

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

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

BID DATA SHEET

GENERAL

Particulars	Data	
Office inviting tender	Office of the Director, MP Water and Land Management Institute WALMI Hills, Kaliasote Dam, Kolar Road, PB No 538, RS Nagar PO, Bhopal (M.P.) PIN 462016 Phone No. 0755-2492672	
NIT No.	255/WRM&E/2020-21/WALMI/E-Tendering /Bhopal	
Date of NIT	Dated 13.05.2021	
Bid document download purchase available from date & time	From 13.05.2021 11:00 hrs.	To 28.05.2021 17:00 hrs.
Website link	https://www.mptenders.gov.in	

FOR SECTION 1 – NIT

Clause reference	Particulars	Data	
1	Portal fees	As mentioned on portal.	
2	Cost of bid document	Rs. 1000/- Cost downloadable from the e- procurement https://www.mptenders.gov.in in portal	
3	Affidavit format	Annexure B	
4	Pre-qualifications required	Yes	
	If Yes, details	Annexure C	
5	Special Eligibility		NO
	If Yes, details	Annexure D	
6	Key dates	Annexure A	

FOR SECTION 2 - ITB

1	Name of 'work'	The scope of work includes Annual rate contract for carrying out rain water harvesting works in Bhopal district.
2	Specifications	Annexure – E
3	Procedure for participation in e-tendering	Annexure – F
4	Whether J.V. is allowed	No
	Requirement for Joint Venture if J.V. is allowed,	Annexure – G
5	Pre bid meeting to be held	YES
	If Yes,	Date: 21.05.2021 Time from: 2.30 PM Place: Visitors Room/ Seminar Hall WALMI, Kaliasote Dam, Kolar Road, Bhopal
6	Envelope-A containing:	Annexure – H
	i. Registration with M.P. Public Works Department Bhopal under centralized registration system. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.	Office of the Director, MP Water and Land Management Institute WALMI Hills, Kaliasote Dam, Kolar Road, PB No 538, RS Nagar PO, Bhopal (M.P.) PIN 462016 Phone No. 0755-2492672
	ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized should be attached as per Annexure-B-	Before 20.05.2021, 17:00 hrs
7	Envelope-B Technical Proposal	Annexure I (I-1 to I-5)
8	Envelope-C Financial Bid	Annexure J online format is different
	Materials to be issued by the department	Annexure K
9	Period of Validity of Bid	90 Days

10	Earnest Money Deposit	₹30,000/- (Rupees Thirty Thousand only) by online payment in Account of DIRECTOR, WALMI, BHOPAL Bank Name : Punjab National Bank, IFSC: PUNB0647600 A/C No.: 6476000100023135
	Forms of Earnest Money Deposit (as per 17.2 (p. 7) other forms of EMD may be allowed).	i. e-FDR ii. Interest bearing e-securities of post office. iii. e-EMD
	EMD valid for a period of	90 days from the date of Technical bid opening
	FDR must be drawn in favour of	Director, WALMI, Bhopal
11	Letter of Acceptance (LoA)	Annexure L
12	Amount of Performance Security	₹ 1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of Account Payee Demand Draft/banker's Cheque / FDR/TDR in favour of Director WALMI, Bhopal to be deposited at the time of agreement.
	Additional Performance Security, if any	Nil
	Performance security in the format	Annexure M
	Performance security in favour of	Director WALMI, Bhopal
	Performance security valid up to	60 days after the expiry of the contract
13	PERIOD OF CONTRACT	The contract will be initially for a period of One year extendable for a further period of One year or part, subject to satisfactory performance of the firm and its willingness to continue on mutually agreed terms.

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

KEY DATES

S. No	WALMI Stage	Bidder Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	-	Purchase of Tender – Online	13.05.2021 11:00 Hrs	27.05.2021 17:00 Hrs	Not applicable
2	-	Bid Submission online & Physical submission of Envelope – A	13.05.2021 11:00 Hrs	28.05.2021 17:00 Hrs	Envelope A Envelope B Envelope C
3	Mandatory submission Open (Envelop- A)	-	31/05/2021 14:00 Hrs	-	Envelope A
4	Technical Proposal open (PQ Envelop–B)	-	31/05/2021 14:30 Hrs	-	Envelope B
5	Financial Bid open (Envelop–C)	-	31/05/2021 15:00 Hrs	-	Envelope C

* **Note-** The date and time shown for opening envelope A, B and C are tentative and may vary depending upon the time taken for evaluating the documents of envelope-A or B as the case may be.

|| AFFIDAVIT ||

(On Non-Judicial Stamp of Rs. 50)

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

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

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

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

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

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

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

Signature with Seal of the Deponent (bidder)

Note: Affidavit duly notarized in original shall reach at least one calendar day before opening of the bid.

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

The Bidder must have executed successfully at least ONE contract work order of similar nature for any government agency during any of the three financial years (2018-19, 2019-20, 2020-21) related to Rain Water Harvesting & Water conservation activities having total annual value not less than ₹5.00 Lakh and total annual turnover of ₹120 Lakhs.

NOTE:

1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 3 financial years.
2. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work.
3. Works executed in India with Central Government or any State Government or Semi Government organization or Central / any state Government Authority or Government of India / any State Government undertaking or Municipalities / Municipal Corporations shall only be considered. Certificate shall be signed by an officer not below the rank of executive engineer or equivalent.
4. If the financial turnover/ physical experience of the firm other than the title name is included then that/ those firm/ firms shall also be liable for action like suspension of registration or blacklisting in case of default.
5. Any Clarification on Documents submitted by the Bidder may be called by the Department and the bidder shall submit them within stipulated time.
6. Regarding Experience Certificate & Balance Sheet, the certificates submitted should invariably have following details regarding certificate issuing office: -
 - 1- Name of officer signing the certificate
 - 2- E-mail ID
 - 3- Contact phone number
 - 4- Postal Address in full.

SPECIAL ELIGIBILITY CRITERIA

The bidder should have experience of:

As per Annexure-C

SPECIFICATIONS

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

PROCEDURE FOR PARTICIPATION IN E-TENDERING

1. Registration of bidders on e-tendering System:

All the bidders registered in MP PWD are also to be registered on the e-tendering System, website [https:// www.mptenders.gov.in](https://www.mptenders.gov.in), for which no profile creation fees will be charged. The PWD contractor Id will be used as the e-procurement user ID and password is mailed on the e-mail id registered with MP Online. For resetting of Password and for more details bidders may contact the helpdesk.

Help Desk:

Eproc_helpdesk@mpsedc.gov.in

18002748484, 18002745454

08965065346, 08965022417

Digital Certificate:

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain Class III Digital Certificate issued by any **licensed** Certifying Authority (CAs) authorized by the Controller of Certifying Authorities, Government of India. A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an application. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note:

- i. *It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not to obtain another Digital Certificate for the same.*
The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from the website www.cca.gov.in.
- ii. *Bids can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and sign the hash during the ONLINE BID PREPARATION AND BID SUBMISSION stage. In case, during the process of a particular bid, 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 Certificate 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 and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

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

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate for the new Authorized User.

2. Set Up of Bidder's Computer System:

In order for a bidder to operate on the e-tendering System, the Computer System of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. Bidders Manual Kit given in the portal may be thoroughly understood by the bidder.

Key Dates:

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

3. Preparation and submission of Bids:

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

4. Purchase of Bid Document

The Bid Document is available for ₹1000/- (Rupees one thousand only) for study and the interested/participating bidders shall purchase the Document online (through the e- payment gateway). For purchasing of the bid document bidders have to pay Service Charge online ONLY which is Rs. [as per Bid Data Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for

purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates.

The payment for the cost of bid document shall be made online [as per Bid Data Sheet] in favour of [as per Bid Data Sheet].

Bidders Manual Kit given in the portal may be thoroughly understood by the bidder.

The Bidder shall submit the following in three separate envelopes online:

- a. Copy of Registration, Earnest Money Deposit and Affidavit Envelope 'A'
- b. Technical Proposal Envelope 'B'
- c. Financial Bid Envelope 'C'

Note : *Bidders are required to submit the Original Term Deposit Receipt of Earnest Money Deposit, Copy of Registration and Affidavit in Envelope - 'A' physically. The envelope should be sealed and shall bear the NIT No., System Tender No., name of work, address of the Employer and name and address of the bidder. The envelope should reach at the Employer's address at least one calendar day before the start time and date fixed for opening of technical proposal or as mentioned in the Key Dates. Scanned copies of the same are to be uploaded online. In the Technical Proposal the bidders are required to submit the documents described therein. The Financial Bids are also to be submitted online only and shall not be considered by any other mode.*

WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

Bidder can withdraw, substitute or modify the bid after online submission of the bid but within the stipulated time frame of submission, as per the key dates in Bid Document.

JOINT VENTURE (J.V.)

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

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

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

<i>PARTICIPATION DETAILS</i>	<i>FIRM 'A'</i> <i>(Lead Partner)</i>	<i>FIRM 'B'</i>	<i>FIRM 'C'</i>
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each)			

ORGANIZATIONAL DETAILS

(To be enclosed with technical proposal)

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

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

Signature of Bidder with Seal

Date: _____

Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

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

Note:

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

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

**(CERTIFICATE TO BE GIVEN ON LETTER HEAD AS PART OF TECHNICAL
BID)**

To,

The Director
WALMI,
Bhopal – 462016.

Sir,

It is confirmed that I/we have fully understood the scope of work and all other requirements for providing Annual rate contract for carrying out rain water harvesting works in Bhopal district. For detail understanding the scope of work:

1. I/We have understood the total quantum of work by going through the tender document and/by visiting the campus. I/We gathered all information needed to understand the requirement of this service contract which includes scope of work, etc. as per the given details in the prescribed Annexures of the Tender documents.
2. I/We hereby agree to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to execute an agreement as per prescribed proforma given in Annexure- X, terms of which have been fully understood.
3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
4. I/ We undertake that there are not any legal suit/criminal cases pending against our firm for violation of EPF / ESI, Minimum wages Act or other statutory laws.
5. There is no criminal/ legal suit pending or contemplated against us.
6. We undertake that we have not employed/will not employ any relative of WALMI employee.
7. I/ We are not blacklisted by any Government organization in the field of providing manpower/any other services.
8. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts.
9. That we have not been declared insolvent and no insolvency proceedings are pending in any Court/Tribunal.

This offer is made to be valid for acceptance by WALMI within 90 days from the date of opening of the technical bid.

(Signature of authorized representative of the firm)
Stamp/Seal of the firm

The requirements are minimum and the owner reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Owner, the qualification

1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 3 financial years.
2. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work viz. earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc.
3. Works executed in India with Central Government or any State Government or Semi Government organization or Central / any state Government Authority or Government of India / any State Government undertaking or Municipalities / Municipal Corporations shall only be considered. Certificate shall be signed by an officer not below the rank of executive engineer or equivalent.
4. If the financial turnover/physical experience of the firm other than the title name is included then that/those firm/firms shall also be liable for action like suspension of registration or blacklisting in case of default.
5. Any Clarification on Documents submitted by the Bidder may be called by the Department and the bidder shall submit them within stipulated time.
6. Regarding Experience Certificate & Balance Sheet, the certificates submitted should invariably have following details-

Regarding certificate issuing office:-

- 1- Name of officer signing the certificate
- 2- E-mail ID
- 3- Fax No.
- 4- Land Line No.
- 5- Postal Address in full.

ANNUAL TURN OVER

Requirement:

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

To be filled in by the contractor:

Financial Year	Payments received for contracts in progress or completed

Not Applicable

Note:

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

Bid Capacity

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

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

Where

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

Format: I-3
(See clause 14 of Section 2 –ITB &
Clause 6 of GCC)

List of Technical Personnel for The Key Positions

[illegible]

List of Key Equipments/ Machines for Quality Control Labs

Minimum requirement			Available with the bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity

Not Applicable

Format: I -5
(See clause 14 of Section 2 -ITB)

List of Key Equipments/ Machines for Construction Work

Minimum requirement			Available with the bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity

Not Applicable

FINANCIAL BID

ANNUAL RATE CONTRACT FOR CARRYING OUT RAIN WATER HARVESTING WORK IN BHOPAL DISTRICT

FINANCIAL BID (BOO)

(TO BE UPLOADED ON the e-Procurement Portal)

To,

The Director
WALMI
Bhopal – 462016

I/We wish to submit our Tenders for providing annual Rate contract for Rain Water Harvesting works in Bhopal District on the following rates: -

S.No.	Description of Items	Unit	Quantity (Approx)	Rate quoted per unit, Rs.	
				Figures	Words
1	Earth work in excavation for Retention cum percolation chamber (Filter unit) by any/all means, including getting out and disposal of excavated for all leads and lifts. Extra earthwork for connecting tube wells, if any	Cum	45 Cum		
2	Demolishing / Dismantling of R.C.C. work manually / by mechanical means including stacking of steel bars and disposal of unserviceable material i.e. all leads as per direction of Engineer-in-Charge.	Cum	30 cum		
3	Providing & filling of 1.2 mt. (NP3) Hume pipe for filtration chamber of a filter unit 2.5 mt. in length along with transportation and installation with cover also providing and filling material in filter unit as follows : <ul style="list-style-type: none"> • Glass marbles 15 kg • Coarse sand & Pebbles 1500 kg • Wood charcoal 100 kg • Brick bats 1000 kg • Drilling holes in casing pipe of TW for connecting filter unit to TW • Cement, Sand, Aggregate as required 	Nos	14 Nos		

S.No.	Description of Items	Unit	Quantity (Approx)	Rate quoted per unit, Rs.	
				Figures	Words
4	Construction of silt trap structure at appropriate place including excavation in all types of soils and disposal of excavated material including all leads and lifts as suggested by the engineer in charge of size 1.2 mt. x 0.6 mt. x 0.6 mt. in first class brick masonry with 1.4 cm plastering 12 mm thick on B/W providing base concrete CC 1:3:6 i.e. curing etc complete. Also providing removable top cover M.S. /Stone slab design as suggested by Engineer-in-Charge with providing & laying in position PVC pipes exceeding 80 mm dia but not exceeding 300 mm dia with accessories	Nos	14 Nos		
5	Providing, fixing and laying of PVC standard make ISI pipeline with all essential accessories with bypass arrangements wherever necessary as decided by engineer in charge complete including excavation of trenches of required width for pipes including excavation for sockets and dressing of sides, ramming of bottom depth upto 1.5 mt. including getting out excavated soil and then backfilling the soil as required laying PVC pipe over CC 1:2:4 is providing & fixing suitable base and fixing for sockets including consolidating each deposited layer by ramming watering etc. in all kinds of soil etc complete having pipe size exceeding 80 mm & but not exceeding 300 mm & with necessary accessories (e.g. Bend, Plug, bend, Collar, Half set, Clamps, Bombay nail (kg), Solvent(lit), Valve Etc) for following pipe sizes: a) Pipe (4 kg per sqcm) – 100 mm (4”) diameter ISI mark b) Pipe (6 kg per sqcm) – 150 mm (6”)diameter ISI mark	Metre	1200 mts.		
6	Supply of Rainwater Harvesting filter “Rain Tap” made out of ABS plastics material, designed to operate on gravity of rainwater from roof through down pipe, having inlet (id) of 110 mm, outlet (id) of 110 mm; provided with Nylon Filter Element having diameter of not	Nos	50 Nos		

S.No.	Description of Items	Unit	Quantity (Approx)	Rate quoted per unit, Rs.	
				Figures	Words
	less than 90 mm and height not less than 500 mm with spring loaded knob as a safety mechanism given on top cap. Back wash Nipple arrangement at Top for cleaning dried particles. Rainwater Filter Unit having inlet (ID) of 110 mm diameter, Outlet (id) of 110 mm with Flush outlet not less than 50 mm moulded at bottom of Unit. Rain Water filter kit width not less than 300 mm, depth not less 140 mm and height not less than 700 mm. Moulded projection to be given at bottom to fix on wall and a clamp to fix at top.				
7	Dismantling and assembling of borewell pipe after work complete in all respect (if required)	No	14 Nos		
8	Providing and fixing Intermediate over ground water harvesting work cum retention ISI PVC tank including all fittings and construction of platform of 75 cm height above ground level, wherever necessary complete in all respect as per the instructions of Engineer In charge.	Per Thous and Liter	As per site requirements		
9	Drilling of Auger hole of 300 mm diameter and depth not exceeding 3.0 m by any/all means, in all types of soil/soft rock including getting out and disposal of excavated for all leads and lifts and filling back by filter media comprising of Brick Bats, Pebbles, Wood Charcoal, Coarse Sand as per instructions of Engineer in charge.	Runni ng meter depth .	50 Nos		

I/ We also fully understand that the estimated rates mentioned by WALMI, Bhopal are the most reasonable rates based on prevailing market rates, so as to afford the due payment of statutory minimum wages to the respective workmen, and that if my/our quoted rates are lower than the rates indicated in column 5 of the Annexure-VII by 5% or more for any of the activities; whereby my/our bid would become substantially unresponsive.

We have carefully read the terms and conditions of the tender and are agreed to abide by these in letter and spirit.

Note:

- i. *Only item wise rates given therein shall be quoted.*
- ii. *Item wise rates shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. *Comparison of rates shall be made for each item and the bid may go to more than one bidder as per the evaluation criteria.*
- iv. *All duties, taxes, and other levies payable by the bidder shall be included in the rates quoted by the bidder.*

Signature

Name & Address of the Firm

.....

Telephone No.....

Mobile No.....

E-mail:.....

(Firm's Seal)

The above bid is hereby accepted by me on behalf of the Governor of Madhya Pradesh dated the _____ day of _____ 202_____

Signature of Officer by whom accepted

MATERIALS TO BE ISSUED BY THE DEPARTMENT

S. No.	Name of material	Rate (Issue rate)	Unit	Remarks
1.	-----None-----			

LETTER OF ACCEPTANCE (LOA)

No.____ / /2021

Dated: _____

To,

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

Sub. :- Annual rate contract for carrying out rain water harvesting works in Bhopal district.

Dear Sir (s),

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

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

- a. The performance security/ performance guarantee of Rs. 10% (in figures) (Rupees only.). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank valid up to three months after the expiry of defects liability period.
- b. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is 1 (one) months including rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact the Faculty Head, WRM&E, WALMI, Bhopal for taking the possession of site and necessary instructions to start the work.

Administrative Officer
MPWALMI

PERFORMANCE SECURITY

To,

_____[Name of Employer]
_____[Address of Employer]

WHEREAS _____[Name and Address of Contractor]

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, 4% [amount of guarantee]* _____(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of 4% [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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

SECTION 3

Conditions of Contract

Part – I General Conditions of Contract

Table of Clauses

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

A. GENERAL

1. DEFINITIONS

- 1.1. **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. **Bidder:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.3. **Director:** means Director, M.P. Water & Land Management Institute, Bhopal.
- 1.4. **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.5. **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.6. **Contract Data:** means the documents and other information which comprise of the Contract.
- 1.7. **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.8. **Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.9. **Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.10. **Completion of work:** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.11. **Day:** means the calendar day.
- 1.12. **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.13. **Department:** means Department of the State Government viz. Water Resources Department, Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organisation which adopts this document.
- 1.14. **Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.15. **Employer:** means the party as defined in the **Contract Data**, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a

person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.

- 1.16. **Engineer:** means the person named in the **Contract Data**.
- 1.17. **Engineer in charge:** means the person named in the **Contract Data**.
- 1.18. **Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.19. **Government:** means Government of Madhya Pradesh.
- 1.20. **In Writing:** means communicated in written form and delivered against receipt.
- 1.21. **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.22. **Faculty Head:** means Head of the faculty-in-Charge of the faculty concerned.
- 1.23. **Administrative Officer :** means Administrative Officer of MP WALMI.
- 1.24. **Stipulated period of completion:** means the period in which the Contractor is required to complete the work. The stipulated period is specified in the **Contract Data**.
- 1.25. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.26. **Start Date:** means the date of signing of agreement for the work.
- 1.27. **Sub-Contractor:** means a person or corporate body who has a Contract with the Contractor, duly authorised to carry out a part of the construction work under the Contract.
- 1.28. **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.29. **Tender/Bid, Tenderer / Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.30. **Variation:** means any change in the work which is instructed or approved as variation under this contract.
- 1.31. **Work:** The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

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

2.2 Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent to the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contact details for communication with the Employer/Engineer shall be as per the details given in the Contract Data. Communication between parties that are referred to in the conditions

shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge.

5. Subcontracting

Subcontracting shall be permitted for contracts of value more than amount specified in the Contract Data with following conditions.

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

6. Personnel

- 6.1** The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure I-3 of Bid Data Sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. Force Majeure

- 7.1** The term "Force Majeure" means an exceptional event or circumstance:
 - a. Which is beyond a Party's control,
 - b. Which such Party could not reasonably have provided against before entering into the Contract,
 - c. Which, having arisen, such Party could not reasonably have avoided or overcome, and
 - d. Which is not substantially attributable to the other Party.

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

- i. War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- iii. Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- iv. Munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- v. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

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

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

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

8. Contractor's Risks

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

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

9. Liability for Accidents to Person

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

10. Contractor to Construct the Works

10.1 The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the **Contract Data**.

10.2 In the case of any class of work for which there is no such specification as is mentioned in Contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools and implements, and generally of all means used for the fulfilment of this contract whether such means may or may not be approved or recommended by the Engineer.

11. Discoveries

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

12. Dispute Resolution System

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

12.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.

12.3 The **Competent Authority** shall decide the matter within 45 days.

12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the **Appellate Authority** as defined in **the Contract Data**. The Appellate Authority shall decide the dispute within 45 days.

- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh *Madhyastham Adhikaran Adhiniyam*, 1983.
- 12.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.
- 12.7 In case of any dispute beyond above mechanism,, the jurisdiction of court shall be Bhopal only.

B. TIME CONTROL

13. Programme

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order and timing for all the activities of the work.
- 13.2 **The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution.** The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme.
- 13.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the **Contract Data**. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the **Contract Data** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations.

14. Extension of Time

- 14.1. If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. **Engineer-in-Charge shall forward the aforesaid application to the Competent Authority as prescribed.**
- 14.2 The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for

finality of work. Such extensions shall be granted in accordance with provisions under **clause- 15** of this agreement.

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

15. Compensation for delay

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

16. Contractor's quoted rates

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

C. QUALITY CONTROL

17. Tests

- 17.1** The Contractor shall be responsible for:
- a. Carrying out the tests prescribed in specifications, and

- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 17.2** The contractor shall have to establish field laboratory within the time specified and having such equipments as are specified in the **Contract Data**.
- 17.3** Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the **Contract Data**.
- 18. Correction of Defects noticed during the Defect Liability Period**
- 18.1** The Defect Liability Period of work in the contract shall be as per the **Contract Data**.
- 18.2** The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
- 18.3** If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. COST CONTROL

- 19. Variations - Change in original Specifications, Designs, and Drawings etc.**
- 19.1** The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions in the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.
- 19.2** The time for the completion of the work shall be adjusted in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.
- 20. Extra items**
- 20.1** All such items which are not included in the priced BOQ shall be treated as extra items.

21 Payments for Variations and / or Extra Quantities

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

- a. The contractor is bound to carry out the additional (Extra quantity), work at **the same rates** as are specified in the contract for the work.
- b. If the item is not in the priced BOQ and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
- c. **If the rates for the altered or substituted work are not provided in applicable SOR** - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
- d. **If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above** - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates minus/plus the percentage quoted by the contractor.
- e. If the rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

22. No compensation for alterations in or restriction of work to be carried out.

22.1 If at any time after the commencement of the work, the Engineer-in-charge, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out; the Engineer-in-charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.

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

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

23. No Interest Payable

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

24. Recovery from Contractors

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

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

25. Tax

25.1 The rates quoted by the Contractor shall be deemed to be exclusive of the GST and inclusive other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities.

25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

25.3 Any changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

26. Check Measurements

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

26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.

26.3 Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per **clause 24** above.

27. Termination by Engineer in Charge

27.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

27.2 The Engineer in Charge shall be entitled to terminate the Contract if the Contractor

- a. Abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- b. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. Without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time.
- d. The Contractor does not maintain a valid instrument of financial security as prescribed;
- e. The Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
- g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- h. Any other fundamental breaches as specified in the Contract Data.

27.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (g) of clause 27.2, the Engineer in Charge may terminate the Contract immediately.

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

28. Payment upon Termination

28.1 If the contract is terminated under clause 27. 3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalty as indicated in **the Contract Data**. The amount so arrived at shall be determined by the **Engineer-in-Charge** and shall be final and binding on both the parties.

28.2 Payment on termination under **clause 27. 4** above -

If the Contract is terminated under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance

payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

29. Performance Security

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

30. Security Deposit-

- 30.1** Security Deposit shall be deducted from each running bill at the rate as specified in the **Contract Data**. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the **Contract Data**.

- 30.2** The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of Defect Liability Period/ extended Defect Liability Period.

- 30.3** The Security Deposit shall be refunded on completion of Defect Liability Period.

31. Price Adjustment

31.1 Applicability

1. Price adjustment shall be applicable only if provided for in the Contract Data.
2. The price adjustment clause shall apply only for the works executed from the date of signing of the agreement until the end of the initial intended completion date or extensions granted for reasons attributed to the Employer by the Engineer.
3. The Contractor shall not be entitled to any benefit arising from the price adjustment clause for extension in the contract period for reasons attributed to the Contractor.
4. In the Force Majeure event the price escalation clause shall apply.

31.2 Procedure

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the **contract data**.
2. The price adjustable shall be determined during each **quarter** from the formula given in the **contract data**.

3. Following expression and meaning are assigned to the work done during each **quarter**:

R =Total value of work during the **quarter**. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the **quarter, less value of material issued by the department, if any, during the quarter.**

4. Weightages of various components of the work shall be as per the **Contract Data**.

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

- 31.4 The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

- 31.5 For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favour of the Employer, the same shall be recovered from the sums payable to the Contractor.

32. Mobilization and Construction Machinery Advance

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

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

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

- 32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.

- 32.5 The advance payment shall be recovered as stated in the **Contract Data** by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. Secured Advance

- 33.1 Payment of Secured Advance shall be applicable if provided in the **Contract Data**.

- 33.2** If applicable, the Engineer shall make advance payment against materials intended for but not yet incorporated in the Works and against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/ scheduled bank, in the name as stated in the **Contract Data**, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been adjusted, but the amount of the guarantee shall be progressively reduced by the amounts adjusted by the contractor.
- 33.3** The amount of secured advance and conditions to be fulfilled shall be as stipulated in the **Contract Data**.
- 33.4** The Secured Advance paid shall be recovered as stated in the **Contract Data**.

34. Payment Certificates

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

- a.** The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- b.** The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- c.** The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer-in-charge.
- d.** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e.** The value of work executed shall also include the valuation of Variations and Compensation Events.
- f.** All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- g.** The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- h.** Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- i.** Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- j.** The payment of final bill shall be governed by the provisions of **clause 36** of GCC.

E. FINISHING THE CONTRACT

35. Completion Certificate

35.1 A Completion Certificate in the prescribed format in Contract Data shall be issued by the Engineer-in-Charge after physical completion of the Work.

35.2 After final payment to the Contractor, a Final Completion Certificate in the prescribed format in the **Contract Data** shall be issued by the Engineer-in-Charge.

36. Final Account

36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the Competent Authority as defined in the Contract Data, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.

36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days.

F. OTHER CONDITIONS OF CONTRACT

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

38.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

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

39. COMPLIANCE WITH LABOUR REGULATIONS

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

major labour laws that are applicable to construction industry are given in **the Contract Data**. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct from any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

40. Audit and Technical Examination

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

41. Death or Permanent Invalidity of Contractor

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

42. Jurisdiction

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

CONTRACT DATA

Clause reference	Particulars	Data
1.14	Employer	Director, WALMI, Bhopal (M.P.)
1.16	Engineer in Charge	Assistant Engineer, WALMI, Bhopal (M.P.)
1.22	Stipulated period of contract	12 Months and extendable to further 12 months
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	Format H of ITB
	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	Assistant Engineer, WALMI, Bhopal (M.P.)
5	Subcontracting permitted for the Contract Value	NOT ALLOWED
6	Technical Personnel to be provided by the contractor – requirement, &	Format I-3 of ITB
	Penalty, if required Technical Personnel not employed	₹ 1000 per day.
10	Specifications	As per Annexure – E of ITB
	Drawings	As per Annexure – N
12	Competent Authority for deciding dispute under Dispute Resolution System	Director, WALMI, Bhopal (M.P.)
	Appellate Authority for deciding dispute under Dispute Resolution System	Director, WALMI, Bhopal (M.P.)
13	Period for submission of updated construction program	One Fortnight
	Amount to be withheld for not submitting construction program in the prescribed period	₹ 1000 per day
14	Competent Authority for granting Time Extension	Director, WALMI, Bhopal (M.P.)
15	Milestones laid down for the contract If Yes, details of Milestones	As per Annexure – O
	Liquidated damage	As per Annexure – P
17	List of equipment for lab	As per Annexure – Q
	Time to establish lab	1 months from the date of signing of agreement.
	Penalty for not establishing field Laboratory	Not Required
18	Defect Liability Period	12 Months after Physical Completion of work
21	Competent Authority for determining the rate	Director, WALMI, Bhopal (M.P.)
27	Any other condition for breach of contract	1. Recovery of debit amount 2. Registration Suspense and black listed.

Clause reference	Particulars	Data
28	Penalty	Shall include (a) Security deposit as per clause 30 and (b) Liquidated Damages imposed as per clause 15 of general condition of contract or or Performance Guarantee whichever is higher. (c) @ 0.5% per week subjected to a maximum of 10% of the total contract value.
29	Performance guarantee shall be valid up to	12 month after issue of Completion Certificate as per Clause 35.1
30	Security Deposit to be deducted from each running bill	At the rate of 5%.
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
31	Price Adjustment formula and procedure to calculate	Annexure R
31.1 (1)	Price adjustment shall be applicable	Applicable only for the bids with amount put to tender more than Rs 10 Crores and shall not have any bearing with the Contract Amount.
32	Mobilization Advance applicable	NO Mobilization Advance
	Construction Machinery Advance applicable	NO Construction Machinery Advance
	Type & Amount of Advance payment that can be paid	1. Mobilization advance - Nil 2. Construction Machinery Advance – Nil
	Unconditional Bank Guarantee	In the format prescribed in Annexure – S
	Rate of interest chargeable on advances	10 % annual simple interest
	Recovery of advance payment	If a Mobilization and/or Construction Machinery advance is given the recovery of the same shall commence when 10% of the Contract Amount is executed and recovery of total advance shall be done on pro-rata basis and shall be completed by the time work equivalent to 80% of the Contract Amount is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrue from the day of payment of advance and the recovery of interest shall commence when 10% of the Contract Amount is executed and shall be completed by the time work equivalent to 80% of the Contract Amount is executed.

Clause reference	Particulars	Data
33	Secured Advance applicable	NO
	Amount of Secured Advance	If applicable, 75% of value of material as determined by the Engineer in Charge
	Unconditional Bank Guarantee	In the format prescribed in Annexure – T
	Conditions for secured advance	<p>a. The materials are in-accordance with the specification for Works;</p> <p>b. Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks.;</p> <p>c. The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;</p> <p>d. The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;</p> <p>e. Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and</p> <p>f. The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.</p>
	Recovery of Secured advance	If advance is paid then the advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid] have been incorporated into the Works.
35	Completion Certificate – after physical completion of the Work	Annexure – U
	Detailed Completion Certificate – after final payment on completion of the Work	Annexure- V
36	Competent Authority	Director, WALMI, Bhopal (M.P.)
39	Salient features of some of the major labour laws that are applicable	Annexure-W

Drawings

List of drawings –

Not Applicable

Details of Milestones

Not Applicable

Administrative Officer
WALMI, Bhopal

Compensation for Delay (Not Applicable)

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor, the Employer shall retain an amount from the sums payable and due to the contractor as per following scale -

- i. Slippage up to 25% in financial target during the milestone under consideration — 2.5% of the work remained unexecuted in the related time span.
- ii. Slippage exceeding 25% but Up to 50% in financial target during the milestone under consideration – 5% of the work remained unexecuted in the related time span.
- iii. Slippage exceeding 50% but Up to 75% in financial target during the milestone under consideration – 7.5% of the work remained unexecuted in the related time span.
- iv. Slippage exceeding 75% in financial target during the milestone under consideration – 10% of the work remained unexecuted in the related time span.

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to a maximum of 10% of contract price.

The decision of **Director WALMI Bhopal** shall be final and binding upon both the parties.

ANNEXURE – Q

(See clause 17 of Section 3 -GCC)

List of Equipment for Quality Control Lab

Not Applicable

ANNEXURE - R
(See clause 31 of Section 3 -GCC)

Price Adjustment

Not Applicable

The formulas for adjustment of price are as follow:

R = Value of work as defined in Clause 31.2(3) of General Conditions of Contract

Weightages* of component in the work

S. No.	Component	Percentage of component in the work
1	Cement - P_c	
2	Steel - P_s	
3	Bitumen - P_b	
4	POL - P_f	

* Weightages of various components of the work shall be as determined by the competent technical sanction authority.

Adjustment for cement component

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

$$V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

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

C_0 = The all India wholesale price index for **Grey** cement on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)

C₁= The all India average wholesale price index for **Grey** cement for the month under consideration as *published by Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)*

P_c= Percentage of cement component of the work

Note: *For the application of this clause, index of Grey Cement has been chosen to represent Cement group.*

Adjustment of steel component

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

$$V_s = 0.85 \times P_s \times /100 \times R \times (S_1 - S_0)/S_0$$

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

S₀= The all India wholesale price index for steel (**Bars and Rods**) on the date of opening of Bids as published by the *Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)*

S_i= The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as *published by Ministry of Industrial Development, New Delhi. (www.eaindustry.nic.in)*

P_s= Percentage of steel component of the work.

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

Adjustment of bitumen component

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

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

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

B_o = The official retail price of bitumen at the IOC depot at nearest center on the date of opening of Bids.

Bi = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

Pb = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

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

$$Vf = 0.85 \times Pf / 100 \times R \times (Fi - Fo) / Fo$$

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

Fo = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the date of opening of Bids.

Fi = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month of the under consideration.

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

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

Bank Guarantee Form for Mobilization and Construction Machinery Advance

(Not Applicable)

To

_____ [Name of Employer]

_____ [Address of Employer]

_____ [Name of Contractor]

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

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

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

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

Yours truly,

Signature and Seal : _____

Name of Bank/Financial Institution: _____

Address : _____

Date : _____

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

Bank Guarantee Form for Secured Advance

INDENTURE FOR SECURED ADVANCES

(Not Applicable)

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

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

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

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

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

That the said sum of Rupees _____ so advanced by the Employer to

- (1) The Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the

value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be re-payable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees_____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
- (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
 - (C) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Physical Completion Certificate

Name of Work:**ANNUAL RATE CONTRACT FOR CARRYING OUT RAIN WATER
HARVESTING WORK IN BHOPAL DISTRICT**

Agreement No. Date

Amount of Contract Rs.

Name of Agency:

Mob. No.

Last measurement recorded on date

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

Date of issue

(Faculty Head, WRM&E)
WALMI, Bhopal

Detailed Completion Certificate

ANNUAL RATE CONTRACT FOR CARRYING OUT RAIN WATER HARVESTING WORK IN BHOPAL DISTRICT

Agreement No. Date

Name of Agency:

Mob. No.

Last measurement recorded on date

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

Agreement amount Rs.

Final Amount paid to contractor Rs. -----

Incumbency of officers for the work

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

Date of issue

(Faculty Head, WRM&E)
WALMI, Bhopal

Salient Features of Some Major Labour Laws Applicable

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

- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

SECTION 3A

Special Conditions of Contract

Part – II Special Conditions of Contract

- 1. Taxes** –The rates quoted by the Contractor shall be deemed to be exclusive of the GST and inclusive other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities.
- 2. Payments** – All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law. Payment of GST shall be made separately to the contract as per prevailing rate at the time of raising of bill/invoice by the contractor.

Above clauses shall supersede provisions of taxes and payment certificate mentioned elsewhere in the document.

**(Conditions as per M.P. Government Ministry of Water Resources Department Bhopal
order No. 22(A)/326-A/2017/MPS/31/1560, dated 18.08.2017)**

Signature of Contractor

**Administrative Officer
WALMI Bhopal**

SECTION 4

BILL OF QUANTITIES

ANNUAL RATE CONTRACT FOR CARRYING OUT RAIN WATER HARVESTING WORK IN BHOPAL DISTRICT

As per **Annexure – J**

Note: -

1. The tenderers are advised to quote due rates keeping in view the possible enhancement of Wages/ VDA during the contract period.
2. The bidder will make all the transportation for the work under contract for which no extra charges shall be liable to be paid.
3. The waste material etc. is to be transported and disposed off at the identified spot by the firm using firm's transportation to clear the premises as per instructions of site incharge.
4. All tools and equipment used in carrying out the work will be arranged by the Bidder.
5. Quality of material shall be as per the specifications of the WALMI, Bhopal.
6. Quality of work shall be as specified by WALMI, Bhopal.
7. The scope of the work will be in Bhopal District, however, the quantity of work to be done under the contract could vary as per assignments of MPWALMI during the contract period. In case of variations, no claim by bidder for minimum work quantity shall be entertained by MPWALMI. Director, WALMI's discretion shall be final.
8. The agency should complete the implementation of work as ordered by WALMI within stipulated time frame as specified for the work.

Signature of Contractor

**Administrative Officer
WALMI Bhopal**

SECTION 5
AGREEMENT FORM

**ANNUAL RATE CONTRACT FOR CARRYING OUT RAIN WATER
HARVESTING WORK IN BHOPAL DISTRICT**

DRAFT AGREEMENT

This Agreement is made at Bhopal on this.....day of..... 2021

Between

Director, WALMI, Bhopal (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) the ONE PART / FIRST PARTY

And

M/s _____ a Proprietary Firm / Partnership Firm / A company registered under the Companies Act, 1956. and having its Office / Registered office at _____ (hereinafter called the “RAIN WATER HARVESTING WORK” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns and all persons deriving/claiming title there under) the SECOND PARTY.

Whereas the First Party desirous to award the annual rate contract for carrying out rain water harvesting work in Bhopal district

And whereas the, Second Party _____ responded to this Institute's open tender vide his tender offer No. _____ dated _____ and has been awarded the contract.

Now it is hereby agreed between the parties hereto as follows:

1. This agreement shall come into force w.e.f. (date).....
2. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. Letter of Acceptance
 - ii. Contractor's Bid
 - iii. Condition of Contract: General and Special
 - iv. Contract Data
 - v. Bid Data
 - vi. Drawings
 - vii. Bill of Quantities and
 - viii. Any other documents listed in the Contract Data as forming part of the Contract.
6. The contract/agreement will be initially for a period of twelve months. Extension of contract/agreement will be done subject to satisfactory performance of the firm/second party and its willingness to continue on mutually agreed terms.
7. Contract can be terminated on the grounds of glaring short comings or deficiencies during the currency of its tenure including extended tenure, with approval from Director WALMI, Bhopal by giving one month notice.
8. If the contract is terminated on grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, WALMI shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the agency/contractor/ Firm/Second Party.
9. WALMI shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever. Rates for different work(s) as mentioned in the contract will remain unchanged.

10. The Firm/Second Party shall deposit ₹1.20 Lakh as security deposit in the form of a DD/Banker's Cheque / TDR / FDR in favour of Director WALMI, Bhopal and within 15 days from date of award of contract. The performance/security shall remain valid for at least two months after completion of the contract period i.e. after 60 days of expiry of contract. No interest shall be paid on security deposit.
11. It is the obligation of the agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. WALMI shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the Firm/Second Party in the course of performing work. Neither the Firm/Second Party nor its workers shall have any claim on WALMI for compensation or financial assistance on this account.
12. That the Firm/Second Party shall employ manpower having age between 18-60 years. The Firm/Second Party shall be ensuring their character and fitnesses etc. and as may be required for the purpose of execution of the awarded job.
13. The contractor will make sure that the personnel provided to perform duties of the services points fulfill the minimum qualification. It will be duty of the contractor to maintain appropriate documents in support of educational and experience related qualifications and keep the records ready for inspection by the office at any time.
14. That the Firm/Second Party shall also provide details of Designated /Authorized Service Personnel, for faults reporting, and providing status of enquiries.
15. The contractor shall maintain a register of complaint/work and duties performed which shall be verified by the institute. The contractor or its worker shall not use the premises allotted to them for any purpose other than for which contract is awarded.
16. That the Firm/Second Party shall report and furnish immediately whenever required and called by of First Party, any information, status, matters regarding any shortcomings/complaints. The Firm/Second Party shall ensure keeping proper conduct and behavior on the part of the personnel deployed by the Firm/Second Party for rendering services and undertaking jobs. In case of any deficiency in this regard are observed, such persons shall have to be replaced by the contractor immediately.
17. That under no circumstances Firm/Second Party shall sub contract or sub lease the contract. The contract shall be terminated forthwith in case of violation, without any prior notice by the Director, WALMI & security deposit shall be forfeited.
18. That the Firm/Second Party shall take proper care & protection of property/ies, rooms / furniture & Fixtures/ equipments and machineries etc. installed in premises/concerned site while execution of contract/services.

19. That notwithstanding anything contained in Clause 14/ or elsewhere it is expressly agreed and understood that the One Part/The First Party at its sole discretion shall at liberty to terminate the agreement & forfeit security in case of any of following situations/contingencies:
- i) If the “Firm/Second Party” fails to execute the work entrusted to the satisfaction of the one part of which the one part/ First Party shall be the sole judge.
 - ii) If the “Firm/Second Party” fails to discharge their legal & statutory obligations towards the employees/personnel employed/engaged for execution of jobs under this Contract.
 - iii) If for any reason/s whatsoever, the “Firm/Second Party” fails to perform their part under this agreement for continuously for a period of ten days or more.
 - iv) If the “Firm/Second Party” commits breach of any of the clauses of the agreement.
 - v) If the One Part/ First Party is required to pay any damages and/ or compensation and/ or any payment to their customers/ visitors on account of any negligent actions and/ or misbehavior on part of the Firm/Second Party Labour.
20. That the First Party shall not be responsible to provide any compensation or relief of any nature to the Contractor Firm/Second Party or any of its employees/ labourers etc in respect to any sort of medical injuries or deceases occurred to them from implement tools, snake bite, accident or death of the Labour/s worker while working in the institute premises and elsewhere. The Firm/Second Party should make his own arrangements such Insurance, Medical Treatments, Compensation/Relief etc for the benefit and suitable coverage for its laborers/employees.
21. That the premises and toilet facilities of the one part are allowed to be used during the period of this agreement by the employees of the Labour Firm/Second Party, free of charge and shall not be used for any other purposes except for the job contract for providing of manpower and required materials complete, at WALMI, Bhopal of the one part. The possession and control of the premises shall always remain with the one part/ First Party.
22. That the “Firm/Second Party” shall discharge all their legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. statutory obligations under Contract Labour (Regulation & Abolition) Act 1970; Workmen's Compensation Act, EPF/ESIC & MP Act, Industrial Dispute Act etc. The “Firm/Second Party” agrees to indemnify and keep indemnified the

one part/ first part from any claims, loss or damages that may be caused to the one part/ first part on account of the Firm/Second Party failure to comply with their obligations under the various law towards their staff/ employees employed by them or any loss or damage to one part due to acts/ omissions of other part.

23. That the Payments to the engaged Labours by the Firm/Second Party shall be made on or before 10th of every month by Firm/Second Party. The “Firm/Second Party” shall submit their bills for the job work done every month by 20th day of every month after discharging all statutory liabilities. Pre receipted reimbursable bill/s must be submitted alongwithproofofpaymentthroughbanktransfertoindividualLabourasperminimumprescribed wages, all payment challans of ESIC, EPF, GST etc. for billing period. After due scrutiny of bills and sorting out discrepancies if any, the one part/First Party from such date shall honour the same within 30 days generally, subject to sanction of such bill by the appropriate authorities involving regular departmental process.
24. The deduction of income tax (TDS) from the bills of the Firm/Second Party will be made at source as per rates applicable from time to time.
25. The Firm/Second Party must submit transaction details indicating online transfer of wages only of the labourers engaged at site along with the bills. Such documents must bear Stamp and Signature of the Bank Authority.
26. That the “Firm/Second Party” shall ensure that no theft, misappropriation/s or damages to the any Movable or Immovable properties belonging to one Part/ First Party property caused through any act or negligence on part of 2nd Party during the period of the contract. The “Firm/Second Party” shall bear such losses and damages, if it is found that the loss is attributable to the negligence on part of the Second Party or its employees/laborers.
27. The payment to the “Firm/Second Party” shall be made through electronically transferred in the concerned account.
28. That the “Firm/Second Party” shall get all the staff engaged by him, insured against any liability arising under the Workmen's compensation Act or under the common law. The “Firm/Second Party” shall indemnify WALMI, Bhopal against any claim that the one part/ First Party may have to meet in respect of their staff members and / or Workman/ employees on account of any accident or for any other reasons.
29. That the staff member and / or the workmen/ employees of the “Firm/Second Party” shall be treated, regarded or considered or deemed to be the employees of the Firm/Second Party (second party) and the “Firm/Second Party” alone shall be responsible for their remuneration, wages and to their benefits and service conditions of all the employees deployed by the agency and shall indemnify WALMI, Bhopal and keep indemnified the

One Part/ First Party against any claim that they may have to meet towards the employees of the Firm/Second Party Agency (If any).

30. That the “Firm/Second Party” shall inform the one part / First Party immediately of their having been granted the approval by the Government of M.P/ Government of India to operate as Private Labour Firm/Second Party under regulation of Employment and Welfare Act, 1981. The “Firm/Second Party” shall obtain the License under section 12 of the Contract Labour (Regulation & Abolition) Act, 1970 from the Competent Authority and shall also keep them registered with any other concerned authority as required by any other law. During the period of agreement “Firm/Second Party” should have license under section 12 of the Contract Labour (R&A) Act 1970. In default of these, agreement shall be liable to be terminated.
31. That the First Party shall not be made liable for compliance of any conditions or to answer any officials/ Labour funds board/ Labour department etc. It shall be the sole responsibility of the “Firm/Second Party” to deal with such matters and comply.
32. That the Payments to personnel engaged in “Firm/Second Party Job must be made by “Firm/Second Party” through bank transfer in their individual accounts and proof of the same must be enclosed in their pre receipted reimbursement bills.
33. That the terms and conditions as stipulated in the tender documents, Tender Awarding Letter dated_____and any communication/clarification made by the First Party related to Contract shall be part of the agreement.
34. That the “Firm/Second Party” shall ensure payment of monthly wages, to its staff/workers/ personnel engaged for Firm/Second Party work, as per the latest directions of the Ministry of Labour & Employment, Govt. of India. The “Firm/Second Party” must adopt the minimum wages of the Central Government for Agricultural Sector along with the statutory payments (like EPF, ESIC etc.) Any statutory increase in wages etc. by the concerned Government Ministry from time to time is to be borne by the service provider and in this connection, the First Party shall not entertain any additional financial liability on any grounds during the period of contract/relating to contract.
35. The First Party reserves the right to review the performance under Contract any time and also to terminate the contract at any point of time during the tenure of the contract, in case the performance and services rendered by the Firm/Second Party are found to be unsatisfactory. The First Party shall be the sole judge in this regard.
36. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights or liabilities of the parties hereto, matter will be decided at the level of Director WALMI. This decision will final and binding on both parties.

37. **PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE:** Any loss/damage (tangible or intangible) occurred by the Firm/Second Party/ to the Institute during the contract, the clause liquidated damages shall be imposed. The value of penalty in monetary terms shall be decided by the Director of WALMI, Bhopal. In case of persistent breach of the contract, the First Party shall have the right to terminate this agreement forthwith without notice and recover the dues from security deposit.
38. In case of complaints regarding services, less payment of wages to the labourers, delayed or non discharge of statutory liabilities by the contractor is noticed, a notice will be issued to the contractor. Non-compliance even after three reminders will attract suitable action including penalty, cancellation of contract, forfeiture of security deposit, Black-Listing of the contractor/Firm/Second Party, depending on decision taken by Director, WALMI, Bhopal.
39. All the terms and condition of the tender document, work order and this agreement, correspondence/ document so far exchanged and submitted by the second party are part of this agreement.

In WITNESS, whereof, the parties herein to have set their respective hands on this day
of_____/_____/2021

1. Signed and delivered by

*Name of the Firm & Designation

Signature / Stamp/Seal

Witnesses: 1.

2.

**In case the 2nd Party is
accompany The Common Seal of the Company has been affixed here un to
pursuant to the Resolution of the Board of Directors Dated _____*

in the presence of:

1. The Director, who have into kent here of subscribed their signature hereto.

2. Signed and delivered

For and on behalf of

WALMI **Director**

Witnesses: 1.

2.

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આવેશ દિનાંક: /૦૩/૨૦૧૬

आदे॥

2. संज्ञित दिनांक/पत्रकार का मुख्य अधिकार अथवा जनसत्ता अधिकारी द्वारा परिशिष्टितों में रेकॉर्डर का नाम काली सूची में हटाने (Black listing) अथवा नसकाने (Suspension) की कार्यवाही पर नकेले चूहे -

1. The affidavit Self declaration contains any false information or suppresses any material information
2. Such bidder whose bid is accepted fails to execute the agreement. The suspension will be in addition to forfeiture of his earnest money or any other penalty imposed as per the tender condition
3. Contractor fails to use mobilization advance given to him for the purpose it was meant.
4. Contractor fails to renew the securities deposited to the department.
5. If documents submitted are found to be false
6. The contractor is found to be not serious in executing the agreed work or leaves the agreed work incomplete, irrespective of the expiry of the full contract period.
7. The contractor fails to rectify any lapse(s) in quality of the work done within a reasonable time.
8. Contractor fails to maintain/repair/redo the work upto the expiry of performance guarantee period when it is specifically brought to his notice.
9. On any other ground which is considered unreasonable after recording reason.

- During the period of suspension neither his registration will be renewed nor fresh registration will be issued.
- Black listed contractor will not be allowed fresh registration or renewal of his registration till order of black listing is revoked or cancelled.
- Contractor or firms black listed or suspended or any of it's partner will not be registered under any other name.
- Period of suspension should be for a definite period.

(શ્રી:૩૧ અધ્યાય)

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17 1/2310/19/01/2310

မှန်ပါသည်။

- १- उपर मुख्य अधिकारी न प्रशासन इन्जीनियर विकास विभाग संभ्रालय ।
प्रमुख र विभाग प्रशासन जल संसाधन विभाग / जलोत्पादा विभागा
प्राधिकरण / लोक सवास्थ्य यात्रिकी विभाग / लोक निर्माण विभाग / नगरपालिका
प्रशासन विकास विभाग संभ्रालय ।
- ३- प्रमुख अधिकारी लोक निर्माण विभाग / लोक स्वास्थ्य यात्रिकी विभाग / जल
संसाधन विभाग / शहरीय यात्रिकी विभाग / पर्यटन तथा वातावरण संरक्षण विभाग
विभाग - विशेषज्ञा विभागान्तर एकद्वि निर्माण पवन भोपाल ।
- ४- समस्त मुख्य अधिकारी लोक निर्माण विभाग गठगत ।
- ५- आई.टी.ई.ए. द्वारा प्रमुख अधिकारी ले निधि, नेपाल सरकार आदेश को आधार ईष्ट वर
अमलाज करन वर कर्त गर्ने ।

24520

ॐ नमो भगवते वासुदेवाय

सुप्रसन्नः श्रीगुरुभ्यः नमः (३१/५/७६)

शिव

મહાપદ્મશી શ્રીમતિ

સુભાગ્ય નિર્માણ સિમાગ

(1) विनाशपूर्ण प्रहारों का व्यवस्थापन करें।
(2) युद्ध के दौरान वायुमार्गों को सुरक्षित रखें।
(3) सड़क (P) निर्वाह के माध्यम से 25.3 डी

मध्यप्रदेश शासन
जन संसाधन विभाग
मन्त्रालय, भोपाल

क्रमांक 1119/राधिद/निरा/2016

भोपाल, दिनांक 26.08.2016

// आदेश //

विभाग में दिनांक 01.01.2014 से लाभ निविदा प्रत्र में शिफार्षा 2 में निविदाकारों द्वारा भौतिक रूप से ई.एम.डी. जमा कराए जाने का प्रावधान है। दिनांक 01.08.2016 के पश्चात आयोजित की जाने वाली सरल निविदाओं में ई.एम.डी. भौतिक रूप से जमा किये जाने के प्रावधान को यथावत रखते हुए इलेक्ट्रॉनिक रूप से भी ई.एम.डी. (ई-ई.एम.डी.) जमा किये जाने का प्रावधान भी किया जाता है।

ई ई.एम.डी. जमा कर निविदा में भाग लेने वाले निविदाकारों को निम्न प्रक्रिया निर्धारित की जाती है।

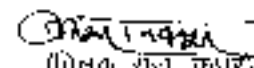
निविदाओं में भाग लेने वाले निविदाकार अपने बैंक अकाउंट की जानकारी एनपी ई. प्रोसेसिंग पोर्टल (<https://www.npeproc.gov.in>) पर अपने लागिन आई.डी. से लागिन कर बैंक अकाउंट डिटेल्स फॉर्म में दर्ज करेंगे।

निविदाकार (R/GS/NLF-1/Debit Card/Credit Card/ Net Banking) को माध्यम से ई.एम.डी. की राशि पोर्टल पर जमा कर सकेंगे उसके बाद वे निविदा में भाग लेने की कार्यवाही पूर्ण करेंगे।

वित्तीय आपस खोलने के उपरान्त न्यूनतम निविदाकार की ई.एम.डी. की राशि जो एलनकर रोड सभी निविदाकारों द्वारा जमा ई-ई.एम.डी. की राशि पोर्टल को माध्यम से वापस की जाएगी, जो कि निविदाकार के पोर्टल पर रजिस्टर्ड बैंक खाते में ही दाखिल होगी। यहां यह स्पष्ट किया जाता है कि ई-ई.एम.डी. जमा करने वाले निविदाकार किसी भी खाते से ई.एम.डी. की राशि जमा कर सकेंगे परन्तु वापसी निविदाकार द्वारा रजिस्टर्ड बैंक खाते में ही होगी।

न्यूनतम निविदाकार की ई.एम.डी. की राशि अनुबंध करने तक रोक कर रखी जाएगी तथा अनुबंध निष्पादित किये जाने के उपरान्त वापस की जाएगी।

यदि किसी कारण से ई.एम.डी. राजसूत किये जाने का निर्णय लिया जाता है तो निविदाकार द्वारा जमा ई-ई.एम.डी. की राशि पोर्टल पर राजसूत की जाएगी तथा राजसूत की गई राशि सार्वजनिक प्रोवाइडर द्वारा तुरंत जल संसाधन विभाग के व्यक्तिगत निक्षेप खाते (पी.डी. अकाउंट) में जमा की जाएगी जिसे निक्षेप खाते के पारक द्वारा साक्षात् को माध्यम से राजसूत प्राप्ति 0702 शीर्ष में जमा कराई जाएगी।


(मिन्टर राजा कपूर)

राधिद
मध्यप्रदेश शासन
जन संसाधन विभाग, भोपाल

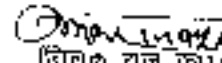
मध्यप्रदेश शासन
जल संसाधन विभाग
भोपाल, मध्यप्रदेश

भोपाल, दिनांक १ जून, 2016

// आदेश //

क 1117/सविन/जसवि/पीए/15 16 जल संसाधन विभाग से दिनांक 1 जून, 2016 के पश्चात जापकेत की जाने वाली सभी निविदाओं में ई-ईएमडी का प्रावधान किया जाता है। इस हेतु निविदा प्रपत्र में निम्नानुसार संशोधन किया जाता है:

1. सेक्शन 2, Instructions to Bidders (ITB), A. GENERAL के C. Preparation of Bid के अंतर्गत बलॉक-12 Documents Comprising the Bid के खंड (iii) Earnest money के खंड (In case of FMD is deposited Electronically (e-FMD) the bidder need not produce the proof of EMD Deposit) तथा बिड डाट शीट के स.प. 17 में Forms of Earnest money deposits में (i) FDR/e-FDR (ii) Demand draft of scheduled commercial Bank (iii) Interest bearing securities of post office के बाद खंड (iv) पर "e-EMD" जोड़ा जाना है।

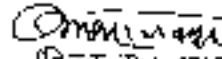

(निजक राज कुमार) 1-6-16
सचिव

मध्यप्रदेश शासन
जल संसाधन विभाग, भोपाल

पूरण क 1117/सविन/जसवि/पीए/15 16
प्रतिलिपि:-

भोपाल, दिनांक १ जून, 2016

1. प्रमुख अभियंता, जल संसाधन विभाग, भोपाल।
2. समस्त मुख्य अभियंता, जल संसाधन विभाग।
3. समस्त अधीक्षण यंत्री, जल संसाधन विभाग।
4. समस्त कार्यपालन कं.डी, जल संसाधन विभाग।
5. वेब मैनेजर, कार्यालय परियोजना संचालक, पाईक, कक्षा ३, 208 द्वितीय तल, स्तरा भवन, लिंक रोड क 3, भोपाल की ओर पोर्टल पर प्रदर्शित करने हेतु।


(निजक राज कुमार) 1-6-16
सचिव

मध्यप्रदेश शासन
जल संसाधन विभाग, भोपाल

सत्यप्रदेश शासन
जल संसाधन विभाग,
नगर मंत्रालय :-
इसलामाबाद नगर

पत्र क्र.-22(A)/326/MPS/31/ 2074

नगर दिनांक-17/10/2016

-: आदेश :-

विषय :- जल संसाधन विभाग में अस्वकार्य (Unworkable) निविदा प्राप्त होने पर की जाने वाली कार्यवाही।

—0000—

प्रतिशत दर पर आधारित निविदाओं एवं आयुक्त रेट पर आधारित निविदाओं में निविदाकारों द्वारा अस्वकार्य दर (Unworkable Rates) देने की प्रवृत्ति पर अंकुश लगाने के लिए अतिरिक्त परफार्मेंस गारंटी (Additional performance guarantee) लिये जाने हेतु निम्न मार्गदर्शी सिद्धांत अतिरिक्त विशेष शर्त (Additional Special Condition) के रूप में जारी किये जाते हैं :-

- सागू एस.ओ.आर. की तुलना में प्राप्त न्यूनतम निविदा दर (एस-1) पंद्रह प्रतिशत से अधिक नीचे (more than fifteen percent below) होने पर निविदा दर को अस्वकार्य दर (Unworkable Rate) माना जायेगा। यह सिद्धांत प्रतिशत दरों पर आधारित निविदा एवं आयुक्त रेट पर आधारित निविदाओं पर लागू होगा। आयुक्त रेट निविदाओं के लिए एस.ओ.आर. पर निविदा लागत की तुलना में प्राप्त न्यूनतम निविदा राशि (ऑफर) के प्रतिशत को निविदा प्रतिशत माना जाने। अस्वकार्य दर (Unworkable Rate) प्राप्त होने पर सफलतम निविदाकार (एस-1) द्वारा निविदा दर अनुसार गणित निविदा राशि (Tendered amount) एवं एस.ओ.आर. पर निविदा की लागत से 15 प्रतिशत कम राशि (amount @15% below PAC) के अंतर की राशि अतिरिक्त परफार्मेंस गारंटी के रूप में (additional performance guarantee) ली जाए।
- उपरोक्तानुसार अस्वकार्य दरों (Unworkable Rates) हेतु अतिरिक्त परफार्मेंस गारंटी (additional performance guarantee) लिए जाने की सूचना निविदा स्वीकृति की धृष्टता (Letter of acceptance) के साथ दी जाए एवं यह उक्त प्रावधान में ली जाए, जिस प्रावधान में अरनेस्ट मनी/परफार्मेंस गारंटी (earnest money/performance guarantee) ली जाती है।
- उपरोक्तानुसार अस्वकार्य दरों (Unworkable Rates) हेतु अतिरिक्त परफार्मेंस गारंटी (additional performance guarantee) देने के उपरांत ही अनुबंध निष्पादित किया जाए।
- उपरोक्तानुसार अस्वकार्य दरों (Unworkable Rates) के लिए ली गई अतिरिक्त परफार्मेंस गारंटी (additional performance guarantee) कार्य पूर्णता प्रमाण पत्र (completion certificate) जारी होने के पश्चात ही वापस की जाए।

निराकर.....2

22(A)/326/MPS-2016/IMP LETTER-2016-17.doc.doc/0000/1/1

10/10/16

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इस आदेश को जारी किए जाने की दिनांक के पश्चात आशंकित सभी निविदाओं में अतिरिक्त विशेष शर्त के रूप में जोड़ा जाए।

मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार

दि 10/10/16
(वी.एस.टेकम)
उप सचिव

म.प्र.शासन, जल संसाधन विभाग

पु. क्र.-22(A)/328/MPS/31/ 2015
प्रतिनिधि :-

भोपाल दिनांक- 17/ 10/2016

1. प्रमुख अभियंता, जल संसाधन विभाग, भोपाल।
2. परियोजना संचालक, विश्व बैंक परियोजनाएं, जल संसाधन विभाग, भोपाल।
3. समस्त मुख्य अभियंता, जल संसाधन विभाग, मध्यप्रदेश।
4. समस्त अधीक्षण यंत्री, जल संसाधन मण्डल मध्यप्रदेश।
5. समस्त कार्यपालक यंत्री, जल संसाधन संभाग, मध्यप्रदेश।
6. वेब मैनेजर, कार्यालय परियोजना संचालक, यार्डकू भोपाल की ओर विभागीय पोर्टल पर प्रदर्शित करने हेतु।

दि 10/10/16
उप सचिव
म.प्र.शासन, जल संसाधन विभाग

Page 1 of 1

1. The first step is to identify the problem. This involves understanding the situation, gathering information, and defining the problem clearly. It is important to ask questions and seek input from others involved in the process.

জন্মঃ

$$2.0 \times 10^{-4} \text{ s} \left| \frac{1}{1.5 \times 10^{-4} \text{ s}} \right| = 1.33$$
$$\frac{1}{8} \pi^2 \approx 4.9348 / 2\pi^2 \approx 2.4674 \approx 2.4674 \approx 2.4674$$

১. প্রত্যেক প্রার্থীকে প্রাথমিক পরীক্ষা দিতে হবে।
২. প্রাথমিক পরীক্ষার বিষয়ঃ বাংলা, ইংরেজি, গণিত।
৩. প্রাথমিক পরীক্ষার অংশে প্রাথমিক পরীক্ষার ফলাফল প্রকাশ করা হবে।
৪. প্রাথমিক পরীক্ষার ফলাফল প্রকাশ করা হবে।
৫. প্রাথমিক পরীক্ষার ফলাফল প্রকাশ করা হবে।

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मध्यप्रदेश शासन
जल संसाधन विभाग,
-: मंत्रालय :-
वल्लभ भवन भोपाल

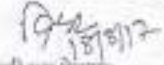
-: आदेश :-

भोपाल दिनांक-18/08/2017

आदेश क्रमांक-22(ए)/326-ए/2017/एमपीएस/31/1560/ मात एवं सेवा कर (जी.एस.टी.) दिनांक 01 जुलाई 2017 से लागू कर दिया गया है। सभी वर्क कंट्रैक्ट पर अब निर्धारित जी.एस.टी. देय होगा। सामान्य प्रशासन विभाग के आदेश क्रमांक एफ 19-51/2017/1/4 दिनांक 24.07.2017 द्वारा गठित समिति की बैठक दिनांक 26.07.2017 में की गई अनुसंधान के बिन्दु क्रमांक-(2) के तत्त्व में जल संसाधन विभाग द्वारा निर्णय लिया गया है कि भविष्य में जो भी निविदाएं आमंत्रित की जाएं, उनमें वित्तीय प्रस्ताव जी.एस.टी. राशि को छोड़कर (Exclusive of GST) बुलवाए जाएं एवं चेषक भुगतान के समय जी.एस.टी. की जो दर चेषक पर लागू हो उसके अनुसार रैस का भुगतान प्रशासन द्वारा चेषक से ठेकेदार को किया जाए। जी.एस.टी. का चेषक से भुगतान करने हेतु संबंधित निविदाकार/सेवा प्रदाता का जी.एस.टी. में पंजीपन एवं नम्बर (GSTIN) होना अनिवार्य है। जी.एस.टी. को छोड़कर चेष समस्त कर उपकार, रोटी, पौ, दौल इत्यादि के भुगतान का दायित्व निविदाकार का होगा, तथा यह माना जाएगा कि निविदाकार द्वारा प्रस्तुत वित्तीय प्रस्ताव (Financial offer) में उपरोक्त राशि का भुगतान सम्मिलित है।

यह आदेश तत्काल प्रभावशील होगा।

मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार


(जी.एस.टी.काम)
उप सचिव

म.प्र. शासन, जल संसाधन विभाग

पू० आदेश क्रमांक-22(ए)/326-ए/2017/एमपीएस/31/1561

भोपाल, दिनांक 18 अगस्त, 2017

प्रतितिपि :-

1. निज सचिव, माननीय मंत्री/राज्य मंत्री जी, म.प्र. शासन, जल संसाधन विभाग।
2. प्रमुख अभियंता, जल संसाधन विभाग, भोपाल।
3. समस्त मुख् अभियंता, जल संसाधन विभाग, _____
4. समस्त अधीक्षण यंत्री, जल संसाधन मण्डल, _____
5. समस्त कार्यपालन यंत्री, जल संसाधन विभाग, _____
6. वेब मैनेजर, विश्व बैंक परियोजनाएं जल संसाधन विभाग भोपाल की ओर विभागीय वेबसाईट पर प्रकाशित करने हेतु।


उप सचिव

म.प्र. शासन, जल संसाधन विभाग

संलग्नक संख्या(MPS-2017/MPS LETTER-2017) संख्या 1/1
जल संसाधन विभाग

क्रमांक-96/271/ई-टेंडरिंग/प्र.अ./2017-18/2466
कार्यालय प्रमुख अभियंता
जल संसाधन विभाग
जल संसाधन भवन, तुलसीनगर,
दुरभाष 0755-2552646, 2552678, फेक्स 0755-2552408
email ID - encwr@pl-mp@nic.in

भोपाल, दिनांक 26 अगस्त, 2017

प्रति,

समस्त कार्यपालन यंत्री,
जल संसाधन विभाग,
मध्यप्रदेश। (वेब साईट द्वारा)


विषय:-वर्क कॉन्ट्रैक्ट हेतु 01 जुलाई 2017 से लागू माल एवं सेवा कर (GST) के संबंध में।

ज्ञात हो कि माल एवं सेवा कर (GST) दिनांक 01 जुलाई 2017 से लागू कर दिया गया है। इस संबंध में मध्यप्रदेश शासन, जल संसाधन विभाग, मंत्रालय भोपाल द्वारा आदेश क्रमांक 22(ए)/326-ए/2017/एमपीएस/31/1560 दिनांक 18.08.2017 जारी किया गया है (प्रति संलग्न)। इसी आदेश के परिपेक्ष्य में निम्न कविकाजी का समावेश निविदा प्रपत्र की शर्त "Condition of Contact, Part II special condition of Contract (SCC)" में किया जाना सुनिश्चित करें-

- 1- **Taxes-** The Bidder shall have to quote rates exclusive of GST but inclusive of all other taxes, levies, duties, cess, toll etc.
- 2- **Payments:-** All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law. Payment of GST shall be made separately to the contractor as per prevailing rate at the time of raising of bill/invoice by the contractor.

Above clauses shall supersede provisions of taxes and payment certificate mentioned elsewhere in the document.

संलग्न-उपरोक्तानुसार


(श्रीश्री मिश्रा)
मुख्य अभियंता(प्र.)
जल संसाधन विभाग, भोपाल

सूचना क्र. 36/271/इं-एडमिनि/प्र.अ/2017-18/2467-भोपाल, दिनांक 24 अगस्त, 2017
प्रतिलिपि-

1. समस्त मुख्य अभियंता, जल संसाधन विभाग, मध्यप्रदेश (विभागीय वेबसाइट के माध्यम से)
2. समस्त अधीक्षण यंत्री, जल संसाधन विभाग, मध्यप्रदेश (विभागीय वेबसाइट के माध्यम से)
3. देव मैनेजर, कार्यालय परियोजना संचालक, आईक्यू फंड क 209 द्वितीय तल, मिड सिटी नं. 3, भोपाल को विभागीय वेबसाइट पर अपलोड करने हेतु।

(शिरीष मिश्रा)
मुख्य अभियंता(प्र.)
जल संसाधन विभाग, भोपाल

क्रमांक 4212063/पार्ट-4/बी/31/2553
कार्यालय प्रमुख अभियंता
जल संसाधन विभाग
जल संसाधन भवन, तुलसी नगर
मोपाल- 462 003
दूरभाष 2552848, 2052878, फैक्स 2552406,
Email ID: esdwtpi-m@nic.in

मोपाल, दिनांक 07 जून 2017

//आदेश//

कार्यालयीन आदेश क्रमांक 258/सा/2017-14/ई-टैपडरिंग/प्रमुख अभियंता/4501
मोपाल दिनांक 18.06.2014 द्वारा द्वितीय जलदा धरणी अधिक जलमयन में निविदा प्रपत्र की अन्य बातों के संबंध में स्पष्टीकरण जारी किए गए थे। जल आदेश में निम्नानुसार कठिनाई ज्ञाती है-

3. (a) यदि ऑनसाइन प्रक्रिया पूर्ण होने के पूर्व विभाग द्वारा किन्हीं भी कारणों से निविदा निरस्त की जाती है, तथा उस निविदा में किसी निविदाकार द्वारा निविदा प्रपत्र भर ली गई थी तो ऐसे निविदाकारी को आगे के जलमयन/अभियंता में अन्य सूच्य वेतन अनिवार्य नहीं होगा।

यह आदेश जारी होने की दिनांक के परयाद जारी निविदाओं पर प्रभावशील होगा। आदेश दिनांक 18.06.2014 की रीफ कठिनाई एवं अनोखन यथावत रहेंगे।

(Signature) 21/06/17
(राजीव कुमार सुकलीकर)
प्रमुख अभियंता
जल संसाधन विभाग, मोपाल

मोपाल, दिनांक 07/10/2017

प्र. क्रमांक-4212063/पार्ट-4/बी/31/2554
प्रतिपत्ति-

1. प्रमुख अभियंता, जल संसाधन विभाग, मोपाल।
2. जलदा धरणी अभियंता, जल संसाधन विभाग, नवलपरासी।
3. जलदा धरणी अभियंता, जल संसाधन विभाग, नवलपरासी।
4. जलदा धरणी अभियंता, जल संसाधन विभाग, नवलपरासी।
5. जलदा धरणी अभियंता, जल संसाधन विभाग, नवलपरासी।

(Signature) 21/10/17
(राजीव कुमार सुकलीकर)
प्रमुख अभियंता
जल संसाधन विभाग, मोपाल

मोपाल, दिनांक 21/10/2017

1. जल संसाधन विभाग, मोपाल।
2. जलदा धरणी अभियंता, जल संसाधन विभाग, नवलपरासी।
3. जलदा धरणी अभियंता, जल संसाधन विभाग, नवलपरासी।
4. जलदा धरणी अभियंता, जल संसाधन विभाग, नवलपरासी।
5. जलदा धरणी अभियंता, जल संसाधन विभाग, नवलपरासी।

(Signature) 21/10/17
(राजीव कुमार सुकलीकर)
प्रमुख अभियंता
जल संसाधन विभाग, मोपाल

मोपाल, दिनांक 21/10/2017