

JIWAJI UNIVERSITY, GWALIOR

Tender No./Store/2020/988

Date: 29.09.2020

Online e-Tender Notice

Online tenders are invited through www.mptenders.gov.in from Manufacturer/ Authorized distributor and eligible contractor on MP PWD SOR building and electric work 01.08.2014 with up to date amendment, for **Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) including required civil work** at different building of Jiwaji University, Gwalior

Tender document containing terms, condition & specification of the items can be downloaded from the e-procurement website www.mptenders.gov.in by paying Rs. 12,500/- online tender can also be seen at Universities website www.jiwaji.edu

S. No	Tender ID MP/JUG/ Tender NO.	Description of work	Qty.	Estimates Cost of Work	EMD online	Cost of Tender online
1.	2020_JIWAJ_	Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) including required civil work at different building of Jiwaji University, Gwalior on MP PWD SOR building and electric work 01.08.2014 with up to date amendment	06	1,20,00,000/-	3,60,000/-	12,500/- (Non refundable)

1. Online tender can be purchased up to 5.00 PM till **10 Nov. 2020**.
2. Online price bid can be submitted up to 5.00 PM till **12 Nov. 2020**.
3. Last date of submission of online earnest money receipt, affidavit and other document for fulfil technical bid by speed/regd. Post up to **15.11.2020** at 5.00 PM.
4. Online technical bid will be opened on **19 Nov. 2020** at 3.00 PM.
5. The remaining terms and conditions, corrigendum and amendment if issued (if any) related above were will be published on website only.
6. Registrar Jiwaji University Gwalior reserve right to accept /reject/cancel any tender without stating any reason.

Registrar

JIWAJI UNIVERSITY, GWALIOR

APPENDIX 2.10

TENDER DOCUMENT

FOR PERCENTAGE RATE ONLY IN WORKS DEPARTMENTS AND OTHER DEPARTMENTS SIMILAR TO WORK DEPARTMENTS

(EFFECTIVE FROM 23/07/2014)

OFFICE OF THE :: REGISTRAR, JIWAJI UNIVERSITY, GWALIOR

N.I.T. NO. AND DATE :: STORE/2020/988 DATE 28.09.2020

AGREEMENT NUMBER AND DATE ::2020-21

NAME OF WORK :: Supplying, Installation, Testing and
Commissioning of
Passenger Elevator (Lift) including required
civil work at different building of Jiwaji
University, Gwalior

NAME OF CONTRACTOR ::

PROBABLE AMOUNT OF CONTRACT ::

(RS. IN FIGURE) :: RS. 1,20,00,000/-

(RS. IN WORDS) :: ONE CRORE TWENTY LACKS ONLY.

CONTRACT AMOUNT ::

(RS. IN FIGURE) ::

(RS. IN WORDS) ::

STIPULATED PERIOD OF COMPLETION :: 06 MONTH ONLY.

REGISTRAR
JIWAJI UNIVERSITY, GWALIOR

JIWAJI UNIVERSITY, GWALIOR

ANNEXURE — 1

PARTICULARS OF VALUES TO BE ASSIGNED FOR VARIOUS CLAUSES OF TENDER DOCUMENTS

(APPENDIX 2.10) FOR JIWAJI UNIVERSITY WORKS (EFFECTIVE FROM 23.07.2014)

REFERENCE	Particulars	VALUES APPLICABLE FOR CPA WORKS
GCC CLAUSE 28	PAYMENT UPON TERMINATION	<p>GCC Clause 28.1 — If the contract is terminated under Clause 27.3, the Engineer shall issue a Certificate for the 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. Penalty Shall include :</p> <p>(a) Security deposit as per Clause 30 of General Conditions of Contract and</p> <p>(b) Liquidated Damages imposed as per Clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per Clause 29 of General Conditions of Contract, whichever is higher.</p>
ITB Clause 22	PERFORMANCE SECURITY & ADDITIONAL PERFORMANCE SECURITY	<p>ITB Clause 22 —</p> <p>(1) Performance Security to be Deposited @ 5%(Five percent) of contract amount in form of FDR.</p> <p>(2) Additional Performance Security to be Deposited @5% (Five percent) along with Performance Security only in case of Road works in PWD with period of validity similar to that of Performance Security.</p>
GCC Clause 30	SECURITY DEPOSIT	<p>GCC Clause 30 — SECURITY DEPOSIT to be deducted from each running bill @ of 5%</p>
GCC Clause 31	PRICE ADJUSTMENT	<p>GCC Clause 31 — Price Adjustment shall be applicable only in case where the Amount in N.I.T. is more than Rs. 10 (Ten) Crores. This clause shall not have any bearing with the Contract Amount.</p> <p>GCC Clause 31, Annexure-R The Price Adjustment shall apply only in respect of Cement, Steel, Bitumen and POL components.</p>
GCC Clause 32	MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE	<p>GCC Clause 32 — No Mobilization and Construction Machinery Advance.</p>
GCC Clause 33	SECURED ADVANCE	<p>GCC Clause 33 — NO SECURED ADVANCE.</p>

REGISTRAR,
JIWAJI UNIVERSITY, GWALIOR

SECTION – 1

JIWAJI UNIVERSITY, GWALIOR

NO.: STORE/2020/988

DATED: 28.09.2020

Percentage rate bids on MP PWD SOR 01.08.2014 building and electric work with up to date amendment for the following works are invited from registered contractors and Firms of repute fulfilling registration criteria:

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract Rs.	Period of Completion
	Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) including required civil work at different building of Jiwaji University, Gwalior	GWALIOR	RS. 1,20,00,000	06 MONTH

1. Interested bidders can view the detailed NIT in the website
2. The Bid Document can be purchased ONLINE from 10.11.2020 up to 5:00 PM.
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.
4. Required documents shall be received in this office BY SPEED/REGISTERED POST on/or before 15.11.2020 upto 5:00 PM.

**REGISTRAR
JIWAJI UNIVERSITY, GWALIOR**

**NOTICE INVITING TENDER
REGISTAR,
JIWAJI UNIVERSITY, GWALIOR
FIRST CALL**

NO.: STORE/19/988

DATED 28.09.2020

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

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract (Rs. in)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document (In Rupees)	Category of Contractor	Period of Completion
1	2		3	4	5	6	7
1	PROVIDING INSTALLATION TESTING AND COMMISSIONING OF 08 PASSENGER ELEVATOR AT JIWAJI UNIVERSITY, GWALIOR	GWALIOR	1,20,00,000/-	3,60,000/-	12,500/-	MANUFACTURER OR ITS AUTHORIZED DEALER OF RESPECTIVE MAKE REGISTERED IN PWD	06 MONTH

- All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website <http://mptenders.gov.in>
- Bid Document can be after marking online payment of portal fees through Credit/Debit/Cash card/Internet Banking.
- At the time of submission of the Bid the eligible bidder shall be required to:
 - Pay receipt cost of Bid Document;
 - Deposit receipt of the Earnest Money;
 - Submit a check list; and
 - Submit an affidavit.

Details can be seen in the Bid Data Sheet

4. ELIGIBILITY FOR BIDDERS:

- At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in the 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.
- 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.
- PRE-QUALIFICATION** – Prequalification conditions, applicable and given in the Bid Data Sheet.
- SPECIAL ELIGIBILITY** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
- The Bid Document can be purchased ONLINE from 10.11.2020 upto 5:00 PM.
- Amendments to NIT, if any, would be published on website only, and not in newspaper.
- All documents / certificates such as GST Registration and clearance certificate,, Registration in MPPWD in appropriate class, (in case of Firm or Partnership copy of DEED & Power of Attorney), PAN Card, Affidavit as per tender documents, Check list as per tender documents, etc. required to be submitted online in Envelope 'A' must be submitted compulsorily. In case of any dispute, the decision of officer who is competent to decide will be final. Documents required to be submitted **SPEED/REGISTERED POST** by the Bidders, (not applicable to price bid) should reach for verification in the office of the **Registrar, Jiwaji University, Gwalior on/before 15.11.2020 upto 5.00 PM**. List of Documents as submitted must be uploaded online. The contractor/ firms/bidder are requested for obtaining other details of works may contact to **Registrar, jiwaji University, Gwalior Phone No. (O) : 0751-2442801. visit site <http://www.mptenders.gov.com>.**

**REGISTAR
JIWAJI UNIVERSITY, GWALIOR**

SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)
A. GENERAL

1. **SCOPE OF BID**
The detailed description of work, hereinafter referred as 'work', is given in the Bid Data Sheet.
2. **General Quality of Work:**
The work shall have to be executed in accordance with the technical specifications specified in the Bid Data Sheet/Contract Data and shall have to meet high standards of workmanship, safety and security of workmen and works.
3. **PROCEDURE FOR PARTICIPATION IN E-TENDERING**
The procedure for participation in e-tendering is given in the Bid Data Sheet.
4. **ONE BID PER BIDDER**
- 4.1 The bidder can be an individual entity or a joint venture. The requirement of joint venture is given in the Bid Data Sheet.
- 4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids where in the bidder has participated shall stand disqualified.
5. **Cost of Bidding**
The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim what so ever for the same shall lie on the Government.
6. **Site Visit and examination of works**
The bidder is advised to visit and inspect the Sites of Installation of Lift/ Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs in this respect shall have to be borne by the bidder.

B. BID DOCUMENTS

7. **CONTENT OF BID DOCUMENTS**
The Bid Document comprises of the following documents:
 1. NIT with all amendments.
 2. Instructions to Bidders, bid data sheet with all Annexures
 3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data with all Annexures 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)**
Wherever the Bid Data Sheet provides for pre-bid meeting:
 - 9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
 - 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
 - 9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
 - 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.
10. **AMENDMENT OF BID DOCUMENTS**
- 10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
- 10.2 All amendments shall form part of the Bid Document.
- 10.3 The Employer may, at its discretion, extend the last date for submission of bids. By publication of the same on the website.

C. PREPARATION OF BID

11. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.
12. **DOCUMENTS COMPRISING THE BID**
The bid submitted online by the bidder shall be in the following parts:
Part 1 – This shall be known as **Envelope A** and would apply for all bids. Online **Envelope A** shall contain the following as per details given in the Bid Data Sheet:
 - i) Registration number or proof of application for registration and organizational details in format given in the bid data sheet.
 - ii) Payment of the cost of Bid Document;
 - iii) Earnest Money; and
 - iv) An affidavit duly notarized.**Part 2** – This shall be known as online **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.
Part 3 – This shall be known as online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed format enclosed with the Bid Data Sheet.
13. **LANGUAGE**
The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.
14. **TECHNICAL PROPOSAL**
 - 14.1 Only, in case of bids with pre-qualification conditions defined in the Bid Data Sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.
 - 14.2 All the document/information enclosed with the technical proposal should be self-attestation and certified by bidder. The bidder shall be liable for forfeiture of his earnest money deposit, if any document/information are found false/fake/untrue before acceptance of bid. If it is found after acceptance of the bid. The bid sanctioning authority may at his discretion forfeit his performance security/guarantee security deposit, enlistment deposit and take any other suitable action.

15. **FINANCIAL BID**
- i. The bidder shall have to quote rates in format referred in bid data sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contact given in NIT. The overall percentage rate would apply for all items of work.
 - ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
 - iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.
 - iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the bid data sheet.
16. **PERIOD OF VALIDITY OF BIDS**
The bids shall remain valid for a period specified in the Bid Data Sheet after the date of "close for bidding" as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.
17. **EARNEST MONEY DEPOSIT (EMD)**
17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
17.2 The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However other form(s) of EMD may be allowed by the employer by mentioning it in the bid data sheet.
17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
- D. SUBMISSION OF BID**
18. The bidder is required to submit online bid duly signed digitally, and Envelop 'A' in physical form also at the place prescribed in the bid data sheet.
- E. OPENING AND EVALUATION OF BID**
19. **PROCEDURE**
- 19.1 Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
 - 19.2 Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.
 - 19.3 Envelope 'C' (Financial Bid) of bids shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
 - 19.4 After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
 - 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
 - 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.
20. **CONFIDENTIALITY**
- 20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
 - 20.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.
- F. AWARD OF CONTRACT**
21. **AWARD OF CONTRACT**
The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.
22. **PERFORMANCE SECURITY**
- 22.1 Prior to signing of the Contract the bidder to whom LOA has been issued shall have to furnish performance security of the amount, in the form and for the duration, etc. as specified in the Bid Data Sheet.
 - 22.2 Additional performance security, if applicable, is mentioned in the Bid Data Sheet and shall be in the form and for the duration, etc. similar to performance security.
23. **SIGNING OF CONTRACT AGREEMENT**
- 23.1 The successful bidder shall have to furnish Performance security and additional performance security, if any and sign the contract agreement within 15 days of issue of LOA.
 - 23.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.
 - 23.3 In the vent of failure of the successful bidder to submit Performance Security and additional performance security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.
24. **CORRUPT PRACTICES**
The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:
- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
 - ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.
- For the purposes of this provision, the terms set forth above are defined as follows:
- a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - d. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

[End of ITB]

BID DATA SHEET

GENERAL		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	REGISTAR, JIWAJI UNIVERSITY, GWALIOR
2	NIT No.	store/19/988 dated 28.09.2020
3	Date of NIT	28.09.2020
4	Bid document download available from date & time	11.10.2020 17-00 PM
5	Website link	http:// www.mptenders.gov.in
SECTION 1 - NIT		
NIT CLAUSE	PARTICULARS	DATA
2	Portal Fees (also known as processing fee)	As notified in E-Tendering Website
3	Cost of Bid Document	Rs. 12,500/-.
	Cost of Bid Document Payable at	Online
	Cost of Bid Document In favor of	REGISTAR, JIWAJI UNIVERSITY, GWALIOR
4	Affidavit Format	As per 'Annexure- B'
5	Pre-qualifications required	YES For Lift work
	If Yes, details	As per' Annexure- C' (Evaluation by the Technical committee of Jiwaji University, Gwalior who will intimate reasons to disqualified bidders)
6	Special Eligibility (if yes, prior permission of E-in-C required)	YES
	If Yes, details	As per 'Annexure -D'
7	Key dates	As per 'Annexure -A'

BID DATA SHEET		
SECTION 2 - ITB ¹		
ITB CLAUSE	PARTICULARS	DATA
1	Name of the 'Work'	Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) including required civil work at different building of Jiwaji University, Gwalior
2	Specifications	As per 'Annexure – E' in addition to as below: (a) In case of Roads and Bridge works: 'SPECIFICATION FOR ROAD AND BRIDGE WORK (fifth Revision) By MORTH (b) In case of Building works: SPECIFICATION FOR BUILDING WORKS By CPWD (c) Stipulation by SOR in Force
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed.	NO allowed as below: 1) In case of Roads and Bridge works costing more than Rs. twenty five Cr. and 2) In case of Prefab and Special Building works costing more than Rs. two Cr. (in case of special Building works prior permission from E-in-C required)
	If yes, requirement for Joint Venture	As per 'Annexure – G'
12	Envelope-A containing : i. Organizational details as per 'Annexure H' ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per 'Annexure- B' should reach in physical form in the office of :	REGISTAR, JIWAJI UNIVERSITY, GWALIOR
14	Envelope-B Technical Proposal	As per 'Annexure - I' and Annexure - I (Format I-1 to I-5)
15	Envelope-C Financial Bid	As per 'Annexure - J'
	Materials to be issued by the department	As per 'Annexure - K'
16	Period of Validity of Bid	120 Days
17	Earnest Money Deposit	Rs.3,60,000/-
	Forms of Earnest Money Deposit	online
	EMD valid for a period of	Six months or more
	FDR must be drawn in favour of	REGISTAR, JIWAJI UNIVERSITY, GWALIOR
21	Letter of Acceptance (LoA)	As per 'Annexure -L'
22	Amount of Performance Security	10% of Contract Amount for Road and Bridge works; 5% of the Contract Amount for building works/ Lift
	Additional Performance Security, if any in form of FDR	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and ten percent (below/minus), considering bid rates less than ten percent below PAC, to be unworkable and shall require additional performance security (guarantee).
	Performance Security in the format	As per inform of FDR
	Performance Security in favour of	REGISTAR, JIWAJI UNIVERSITY, GWALIOR
	Performance Security valid up to ²	Valid Contract Period plus 3 months

KEY DATES

Sr. No	Works Department Stage	Bidders Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1	-	Tender Purchase – Online	12.10.2020	10.00	10.11.2020	17.00	
2		Bid Submission Online	13.10.2020	10.30	12.11.2020	17.00	
3	Speed/regd. post submission(Original EMD receipt/ Bid security and technical proposal) at the office of the REGISTAR, JIWAJI UNIVERSITY, GWALIOR		15.11.2020	17.00	-	-	

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

|| AFFIDAVIT ||

(to be Contained in Envelope-A)
(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 are fully responsible for the correctness of following self certified information/ documents and certificates:

1. That the self certified information given in the bid document is fully true and authentic.
2. That:
 - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turn-over is correct.
 - c. Information regarding various 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:

A. Financial

- i. experience of having successfully executed:
 - a) three similar works of Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) each costing not less than the amount equal to 20% of the probable amount of contract during the last 3 financial years; or
 - b) two similar works of lift each costing not less than the amount equal to 30% of the probable amount of contract during the last 3 financial years; or
 - c) one similar work of Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 3 financial years;
- ii. Average annual construction turnover on the Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) not less than 50% of the probable amount of contract during the last 5 financial years.
- iii. Executed similar items of work in any one financial year during the last 3 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.
- iv. Bid Capacity – Bidder shall be allotted work up to his available bid capacity which shall be worked out as given in format I-2 of Annexure-I

B. Physical

Physical qualifications for the work shall be as below

Sno	Particulars	Quantity	Period
1	Physical qualification required	Yes	No
2	Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) including civil work		
3			

(The Employer shall specify all physical qualifications required).

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

SPECIAL ELIGIBILITY CRITERIA

The bidder should have experience of:

- | | | | |
|----|-------------------------|---|-------|
| A. | Erection of Steel Gates | - | ----- |
| B. | Construction of tunnel | - | ----- |

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

Specifications

1. MP Pubic Works Department Specifications,
2. CPWD Specifications,
3. -----

(The soft copy of above specifications is available at departmental website
<http://www.....>)

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 PARTISIPATION IN E-TENDERING

1. **Registration of Bidders on E-Tendering System:**
All the PWD Registered Bidders are already registered on the new e-Procurement portal <http://mptenders.gov.in> the user ID will be the contractor ID provided to them from MP online. The password for the new portal has been sent to the bidders registered e-mail ID. For more details may contact M/s tata Consultancy services Corporate Block, 5th Floor, DB City, Bhopal-462011 email ID: tenders_helpdesk@mpsdc.gov.in helpdesk phone numbers are available on website.
2. **Digital Certificates:**
The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.
A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application. Only upon the receipt of the required documents, a Digital Certificate can be issued. For details please visit cca.gov.in
Note:
 1. It may take upto 7 working days for issuance of Class III Digital Certificate, hence the bidders are advised to obtain the certificate at the earliest. Thous bidder hwo alraidy have vellid class III Digital certificate need note 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 form cca.gov.in.
 2. Bid can be submitted till bid submission end date. Bidder will require Digital Signature While bid submission.
The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.
In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.
In case of Private Limited Company, Public Limited Company, the Managing Director has to authorized 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.
3. **Set Up of Bidders' Computer System:**
In order for a Bidder to operate on the e-tendering System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. the details are available at <http://www.mptenders.gov.in>
4. **Key Dates:**
The Bidders are strictly advised to follow the time schedule (Key Dates) of the bid on their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the concerned Department Official.
5. **Preparation and Submission of Bids:**
The Bidders have to prepare their Bids online, encrypt their Bid Data in the Bid Forms and submit Bid of all the envelopes and documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.
6. **Purchase of bid Documents:**
For purchasing of the bid document bidders have to pay service charge online only. Which is Rs. (as per bid data sheet) cost of bid document is separately maintained in the detail NIT. The bid document shall be available for purchase to concerned eligible bidder immediately after online release of the bid and upto scheduled date and time as set in the key dates. The payments for the cost of bid document shall be made online through Dedit/Credit Card / Net-Banking or NEFT Challan Through the payment gateway provided on the portal.
7. **Withdrawal Substitution and Modification of Bids :** Bidder can withdraw and modify the bid till bid submission end date.

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

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

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

ORGANIZATIONAL DETAILS
(To be contained in Envelope-A)

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

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

Date

Signature of Bidder with Seal

Envelope - B, Technical Proposal

Technical Proposal shall comprise the following documents:

Sno	Particulars	Details to be submitted
1	Experience - Financial & Physical	Annexure I (Format: 1-1)
2	Annual Turnover	Annexure - 1 (Format: 1-2)
3	List of technical personnel for the key positions	Annexure - 1 (Format: 1-3)
4	List of Key equipments/ machines for quality control labs	Annexure - 1 (Format: 1-4)
5	List of Key equipments/ machines for construction work	Annexure - 1 (Format: 1-5)

Note:

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

Annexure – I (Format : I-1)
(See Clouse-14 of Section 2 – ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:

The bidder should have completed either of the below:
experience of having successfully executed:

- a) three similar works of Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) each costing not less than the amount equal to 20% of the probable amount of contract during the last 3 financial years; or
- b) two similar works of lift each costing not less than the amount equal to 30% of the probable amount of contract during the last 3 financial years; or
- c) one similar work of Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial year during the last 3 financial years;

To be filled in by the contractor:

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

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

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

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

B. Physical Requirement:

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

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

- Note:
1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in anyone year during the last 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.

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

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:

Bid Capacity = (1.5 A X B) - C

Where

1

A = Maximum value of civil engineering works executed in anyone 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.

Annexure – I (Format : I-3)
(See Clouse-14 of Section 2 – ITB and clous 6 of GCC)

List Of Technical Personnel For The Key Positions

Minimum requirement							Available with the bidder						
S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience	S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience

Annexure – I(Format : I-4)
(See Clouse-14 of Section 2 – ITB and clous 6 of GCC)

List Of Key Equipments/ Machines For Quality Control Labs

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

Annexure – I (Format : I-5)
(See Clouse-14 of Section 2 – ITB)

List of Key Equipmentsf Machines for Construction Work

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

**FINANCIAL BID
(To be contained in Envelope-C)**

NAME OF WORK **Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) including required civil work**

I/We hereby bid for the execution of the above work within the time specified at the rate (in figures) (in words) percent below/ above or at par based on the MPPWD building and electric work SOR 01.08.2014 with up to date amendment given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract. Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of Madhya Pradesh or his successors in office the sums of money mentioned in the said conditions.

Note:

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

**Signature of Bidder
Name of Bidder**

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

Signature of Officer by whom accepted

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

MATERIALS TO BE ISSUED BY THE DEPARTMENT

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

Annexure – L
(See Clouse-21 of Section 2 – ITB)

LETTER OF ACCEPTANCE

No. _____ Dated

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

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

-x0x-

Dear Sir (s),

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

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

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

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including/ excluding rainy season, shall be reckoned from the date of signing the contract agreement. Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for co-encement of work is required. Therefore, after signing of the agreement, you are directed to contact the Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

**YOURS FAITHFULLY
REGISTAR
JIWAJI UNIVERSITY
GWALIOR**

PERFORMANCE SECURITY

To, [name of Employer]
..... [address of Employer]

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

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

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

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

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

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

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

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

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

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

Clause No	Particulars	Clause No	Particulars
	A. General	21	Payments for Variations and / or Extra Quantities
1	Definitions	22	No compensation for alterations in or restriction of work to be
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. Chief Engineer: means Chief Engineer of the zone/ basin concerned.
- 1.3. Completion: means completion of the work as certified by the Engineer-in-Charge ,in accordance with provisions of agreement.
- 1.4. Contract: means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. Contract Data: means the documents and other information which comprise of the Contract.
- 1.6. Contractor: means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7. Contractor's bid: means the completed bid document submitted by the Contractor to the Employer.
- 1.8. Contract amount: means the amount of contract worked out on the basis of accepted bid.
- 1.9. Completion of work: means completion of the. entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. Day: means the calendar day.
- 1.11. Defect: means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. Department: means Department of the State Government viz. Water Resources Department, Public Works Department, Public Health Engineering Department, Rural Engineering Service and any other organisation which adopts this document.
- 1.13. Drawings: means drawing including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14. Employer: means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.
- 1.15. Engineer: means the person named in the Contract Data.
- 1.16. Engineer in charge: means the person named in the Contract Data.
- 1.17. Equipment: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18. Government: means Government of Madhya Pradesh.
- 1.19. In Writing: means communicated in written form and delivered against receipt.
- 1.20. Material: means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.21. Superintending Engineer: means Superintending Engineer-in-Charge of the Circle concerned.
- 1.22. Stipulated period of completion: means the period in which the Contractor is required to complete the work. The stipulated period is specified in the Contract Data.
- 1.23. Specification: means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.24. Start Date: means the date of signing of agreement for the work.
- 1.25. Sub-Contractor: means a person or corporate body who has a Contract with the Contractor, duly authorised to carry out a part of the construction work under the Contract.
- 1.26. Temporary Work: means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.27. Tender/Bid, Tenderer/Bidder: are the synonyms and carry the same meaning where ever used.
- 1.28. Variation: means any change in the work which is instructed or approved as variation under this contract.
- 1.29. Work: The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

- a. words indicating one gender include all genders;

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

2.2 Documents Forming Part of Contract:

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

3. Language and Law

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

4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/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 1-3 of Bid Data Sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.

6.2 If the 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 and/or information submitted by the contractor shall be the responsibility of the Contractor alone.

9. Liability for Accidents to Person

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

10. Contractor to Construct the Works

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

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

Adhinyam, 1983.

- 12.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. TIME CONTROL

13. PROGRAMME

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order and timing for all the activities for the construction of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the 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 leviable 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 percentage

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

17. Tests

- 17.1 The Contractor shall be responsible for:

- a. Carrying out the tests prescribed in specifications, and
 - b. For the correctness of the test results, whether performed 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 extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Employer shall be conclusive as to such proportion.

20. Extra items

- 20.1 All such items which are not included in the priced BOO shall be treated as extra items.

21. Payments for Variations and / or Extra Quantities

- 21.1 The rates for such additional (Extra quantity), altered or substituted work / extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-
- a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
 - b. If the item is not in the priced BOO and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
 - c. If the rates for the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOO) for the work.
 - d. If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above - then the rates for such composite work item shall be worked out on the basis of the concerned Schedule o Rates minus/plus the percentage quoted by the contractor.
 - e. If rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
 - f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the 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 Security and Additional Performance Security, if any; and/or Security Deposit and / or any sums payable under the contract to the contractor.
- (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.
- (c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the *M.P. Land Revenue Code*.

25. Tax

- 25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the commercial tax and other levies, duties, 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;
- 27.3 Any other fundamental breaches as specified in the Contract Data. 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 and additional performance security, if any, as specified in the Bid Data Sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and additional performance security, if any, remains valid for the period as specified in the Contract Data.

30. Security Deposit-

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

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 thp 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 payor 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 thl 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 SHEET

GCC Clause	Particulars	Data																						
1.14	Employer	JIWAJI UNIVERSITY, GWALIR																						
1.15	Engineer	JIWAJI UNIVERSITY, GWALIR																						
1.16	Engineer in Charge	JIWAJI UNIVERSITY, GWALIR																						
1.22	Stipulated Period of Completion	<p>SIX MONTHS (period is always excluding rainy season, unless mentioned otherwise) and as below: For Road & Bridge works costing:</p> <table border="1"> <tr> <td>upto Rs. 5 Crores-</td> <td>max 12 months</td> </tr> <tr> <td>from Rs. 5 to 10 Crores -</td> <td>max 18 months</td> </tr> <tr> <td>from Rs. 10 to 20 Crores -</td> <td>max 24 months</td> </tr> <tr> <td>from Rs. 20 to 50 Crores -</td> <td>max 28 months</td> </tr> <tr> <td>more than Rs. 50 Crores -</td> <td>max 36 months</td> </tr> </table> <p>For Conventional Building works costing:</p> <table border="1"> <tr> <td>upto Rs. 50 lacs-</td> <td>max 12 months</td> </tr> <tr> <td>from Rs. 50 lacs to 2 Crores -</td> <td>max 15 months</td> </tr> <tr> <td>from Rs. 2 to 5 Crores -</td> <td>max 18 months</td> </tr> <tr> <td>from Rs. 5 to 10 Crores -</td> <td>max 20 months</td> </tr> <tr> <td>from Rs. 10 to 20 Crores -</td> <td>max 24 months</td> </tr> <tr> <td>more than Rs. 20 Crores -</td> <td>max 30 months</td> </tr> </table> <p>For Prefab Building works: the time permitted to be kept is 50% of time prescribed for conventional construction</p>	upto Rs. 5 Crores-	max 12 months	from Rs. 5 to 10 Crores -	max 18 months	from Rs. 10 to 20 Crores -	max 24 months	from Rs. 20 to 50 Crores -	max 28 months	more than Rs. 50 Crores -	max 36 months	upto Rs. 50 lacs-	max 12 months	from Rs. 50 lacs to 2 Crores -	max 15 months	from Rs. 2 to 5 Crores -	max 18 months	from Rs. 5 to 10 Crores -	max 20 months	from Rs. 10 to 20 Crores -	max 24 months	more than Rs. 20 Crores -	max 30 months
upto Rs. 5 Crores-	max 12 months																							
from Rs. 5 to 10 Crores -	max 18 months																							
from Rs. 10 to 20 Crores -	max 24 months																							
from Rs. 20 to 50 Crores -	max 28 months																							
more than Rs. 50 Crores -	max 36 months																							
upto Rs. 50 lacs-	max 12 months																							
from Rs. 50 lacs to 2 Crores -	max 15 months																							
from Rs. 2 to 5 Crores -	max 18 months																							
from Rs. 5 to 10 Crores -	max 20 months																							
from Rs. 10 to 20 Crores -	max 24 months																							
more than Rs. 20 Crores -	max 30 months																							
3	Language & Law of Contract	English & Indian Contract Act 1872																						
	Address & contact details of the Contractor	As per 'Annexure-H'																						
4	Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.	JIWAJI UNIVERSITY, GWALIR																						
5	Subcontracting permitted for the Contract Value	More than Rs. five Crores.																						
	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)																						
6	Penalty, if required Technical Personnel not employed	Rs thirty thousand per month for each Graduate Engineer and Rs eighteen thousand per month for each Diploma Engineer																						
10	Specifications	As per 'Annexure - E'																						
	Drawings	As per 'Annexure - N'																						
	Competent Authority for deciding dispute under Dispute Resolution System	JIWAJI UNIVERSITY, GWALIR																						
12	Appellate Authority for deciding dispute under Dispute Resolution System	JIWAJI UNIVERSITY, GWALIR																						
	Period for submission of updated construction program	(a) Every 3 months or (b) at the end of every milestone, whichever is less																						
13	Amount to be withheld for not submitting construction program in the prescribed period	@ 1 % (one) percent of contract amount, subject to a maximum of Rs. 50,000/- .																						

GCC Clause	Particulars	Data
14	Competent Authority for granting Time Extension	Upto 30 days - UNIVERSITY ENGINEER, JIWAJI UNIVERSITY, GWALIR More than 30 days - REGISTAR JIWAJI UNIVERSITY, GWALIR
15	Milestones laid down for the contract	YES.
	If Yes, details of Milestones	As per 'Annexure - O' or as below, if not mentioned in Annexure -O: Mile Stone 1:- 1/8th of the whole work before 1/4th of the whole time allowed has elapsed, Mile Stone 2:- 3/8th of the whole work before 1/2th of the whole time allowed has elapsed Mile Stone 3:- 3/4th of the whole work before 3/4th of the whole time allowed has elapsed Mile Stone 4:- complete work within the stipulated time
	Liquidated damage	As per 'Annexure - P'
17	List of equipment for lab	As per 'Annexure - Q'
	Time to establish lab	30 days from date of signing of the Agreement
18	Penalty for not establishing field Laboratory	1% of Contract Amount per month, subject to a maximum of Rs. 50,000/- per month of delay
18	Defect Liability Period	As below: (A) For LIFT work :- (i) For New LIFT WORK : - 5 years ;
21	Competent Authority for determining the rate	JIWAJI UNIVERSITY, GWALIR
27	Any other condition for breach of contract	Yes as below: If the contractor fails to achieve 50% financial progress in any milestone and /or fails to achieve 75% financial progress in two consecutive mile stones
28	Penalty	Penalty Shall include : (a) Security deposit as per clause 30 of General Conditions of Contract, and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee) , if any, as per clause 29 of General Conditions of Contract, whichever is higher
29	Performance guarantee (Security) shall be valid up to	Three months beyond the completion of Defect Liability Period (Maintenance Guarantee Period)
30	Security Deposit to be deducted from each running bill	At the rate of 5% of Gross Amount of Running Bill
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
31	Clause 31.1(1)Price adjustment shall be applicable	As per Annexure R and as below: (a) The price Adjustment shall apply only in respect of Cement, Steel, Bitumen and POL components. (b) Price Adjustment shall be applicable only in case of Probable Amount of Contract (PAC) in

GCC Clause	Particulars	Data			
		NIT is more than Rs ten Cr. This clause shall not have any bearing with the Contract Amount.			
	Clause 31.2.4 Weightages of Component in the work	Component	Percentage of Component in the work		
			Road Work	Bridge Work	Building Work
	Cement - P _c			22.5%	18%
	Steel - P _s			7.5%	13%
	Bitumen - P _b		15%	0	0
	POL - P _f	7.5%	5%	5%	
32 ³	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	No Mobilization and Construction Machinery Advance Payable			
	Clause 32.2 If yes, Unconditional Bank Guarantee	Not Applicable			
	Clause 32.3 If yes, Rate of interest chargeable on advances	Not Applicable			
	Clause 32.4 If yes, Type & Amount of Advance payment that can be paid	Not Applicable			
	Clause 32.5 If yes, Recovery of advance payment	Not Applicable			
33	Clause 33.1 Secured Advance Applicable	Not Applicable			
	Clause 33.2 if yes, Unconditional Bank Guarantee	Not Applicable			
	Clause 33.2 if yes, Amount of Secured Advance	Not Applicable			
	Clause 33.3 if yes, Conditions for secured advance	Not Applicable			
	Clause 33.4 if yes, Recovery of Secured advance	Not Applicable			
35	Completion Certificate – after physical completion of the Work	As per 'Annexure - U'⁴			
	Final Completion Certificate – after final payment on completion of the Work	As per 'Annexure- V'			
36	Competent Authority	REGISTAR, JIWAJI UNIVERSITY, GWALIR			
39	Salient features of some of the major labour laws that are applicable	As per 'Annexure-W'			
41 ⁵	Competent Authority	LABOUR COMMISSIONER, M.P.			

Annexure – N
(See Clause-10 of Section 3 – GCC)

DRAWING

List of Drawing :-

Annexure – O

(See Clause-15 of Section 3 – GCC)

DETAILS OF MILESTONES

Annexure – P
(See Clause-15 of Section 3 – GCC)

Compensation for Delay

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

- h. 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 Superintending **Engineer** shall be final and binding upon both the parties

Annexure – Q
(See Clause-17 of Section 3 – GCC)

LIST OF EQUIPMENT FOR QUALITY CONTROL AB

Annexure – R
(See Clause-31 of Section 3 – GCC)

PRICE ADJUSTMENT

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	POI - P _i	

- 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.

C₀ = 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.eoindustry.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.

A**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:

$$Vs = 0.85 \times P_s \times R \times (5_1 - 5_0) / 5_0$$

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

5₀= 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)

Si = 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:

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

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

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

B_i= The official retail price of bitumen of IOC depot at nearest center for the "rs" day of the month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

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

$$V_f = 0.85 \times P_l / 100 \times R \times (F_i - F_a) / F_a$$

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

F₀= 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.

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

P_l = 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

Annexure - S

(See clause 32 at Section 3 -GCC)

Bank Guarantee Form for Mobilization and Construction Machinery Advance

To,

_____ [name of Employer]

_____ [address of Employer]

_____ [name of Contractor]

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

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

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

Annexure -T

(See clause 33 of Section 3 -GCC)

**Bank Guarantee Form for Secured Advance
INDENTURE FOR SECURED ADVANCES**

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

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

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute 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 been 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 Contractor 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 then 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 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 repay 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.

Annexure - U

(See clause 35 of Section 3 -GCC)

Physical Completion Certificate

Name of Work:

.....

Agreement No : Date

Amount of Contract Rs

Name of Agency:

Used M B No.

Last measurement recorded

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

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

Date of issue

**REGISTAR
JIWAJI UNIVERSITY, GWALIOR**

Final Completion Certificate

Name of Work:

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

Agreement No : Date

Amount of Contract Rs

Name of Agency:

Used M B No.

Last measurement recorded

a. Page No.& MB No.

b. Date

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

Agreed 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

**REGISTRAR,
JIWAJI UNIVERSITY, GWALIR**

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, 10 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 employ 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 3
Conditions of Contract
Part - II Special Conditions of Contract [SCC]

FOR CONTRACTS RELATED TO CONSTRUCTION OF BUILDINGS IN MPPWD.

A. LIFT WORKING DRAWINGS FOR BUILDING —

1. WORKING DRAWINGS AND DETAILED DRAWINGS FOR EXECUTION INCLUDING DETAILED ESTIMATE SHALL BE SUBMITTED BY THE CONTRACTOR, IN ACCORDANCE WITH THE CONCEPT PLANS APPROVED BY THE **UNIVERSITY ENGINEER**, AND THE **COMPETENT AUTHORITY** OF CONCERNING ADMINISTRATIVE DEPARTMENT OF M.P.. THIS SHALL BE SCRUTINIZED BY THE **COMPETENT AUTHORITY OF USERS OF DEPARTMENT** AND AFTER HIS APPROVAL THE WORKS SHALL BE EXECUTED BY THE CONTRACTOR
2. THE CONTRACTOR SHALL SUBMIT ALL WORKING DRAWINGS AND DETAILED DRAWINGS FOR LIFT WORK.
3. RESPONSIBILITIES OF CONTRACTORS /BIDDERS TO OBTAIN NOC FROM MP GOVT. ENERGY AND SAFTY DEPARTMENT AFTER FINALIZING THE WORK. FINAL PAYMENT SHALL BE MADE AFTER THE APPROVAL FROM MP GOVT. CONCERNING APPROPRIATE DEPARTMENT.

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GWALIOR

SECTION 4
BILL OF QUANTITIES (BOQ)

NAME OF WORK :
Probable Amount of Contract:
(Rs. In Word s) Rs.

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

REGISTAR
JIWAJI UNIVERSITY,
GWALIOR

SECTION 4
BILL OF QUANTITIES (BOQ)

SECTION 5

AGREEMENT FORM — AGREEMENT

This agreement, made on the _____ day of _____ between _____ (name and address of Employer) (hereinafter called " the Employer) and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that the Contractor execute _____ (name and identification number of Contract) (hereinafter called "the Works") and the ,Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. letter of Acceptance
 - ii. Contractor's Bid
 - iii. Condition of Contract: General and Special
 - iv. Contract Data v. Bid Data vi. Drawings
 - vii. Bill of Quantities and
 - viii. Any other documents listed in the Contract Data as forming part of the Contract.

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

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

Signed, Sealed and Delivered by the said _____

_____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Annexure – H
Special Condition

1. GST Registration and Clearance Certificate -

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

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

2. Royalty -

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Bdsnkj ds vafre fcy ds Hkqxrku lacaf/kr ftys ds dysDVJ ls jk;YVh izek.k i= izklr gksus ds mijkar gh fd;k tkosxkA

3. Asphaltting works -

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

4- Hkou ,oa fuekZ.k deZdkj vf/kfu;e & 1996

Hkkjr ljdkj jkjk Hkou ,oa vU; lafuekZ.k deZdkj ¼fu;kstu fofu;eu ,oa lsok 'krsZ½ vf/kfu;e & 1996 rFkk Hkou lafuekZ.k deZdkj dY;k.k midj vf/kfu;e&1996 izHkko'khy fd;k x;k gSA

vr% deZdkj dY;k.k midj vf/kfu;e /kkjk&3 ds varxZr 1% midj dh olwyh dh tkosxhA

5. Regarding Suspension Of Registration-

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

6. REGARDING FLY ASH

(A) BUILDING WORKS :-

It is obligatory for every construction agency to use fly ash bricks of blocks or tiles or elay fly-ash bricks of cement fly ash bricks of similar products of a contribution of aggregate of them in construction as per following minimum percentage (by volume) of totals blocks or tiles :-

(a) In construction activities within radius of 50 to 100 km. from the following coal/ignite based thermal power plants. :

- (i) M/s Vindhyaahl Super Thermal Power Project (NTPC) Vindhya Nagar, Sidhi State I & II.
- (ii) M/s Sanjay Gandhi Thermal Power Project (MPEB) state I & II Birsinghpur District Umaria.
- (iii) M/s Satpura Thermal Power Project Station, Sarni, Distt. Betul.
- (iv) M/s Garskm Industries Ltd. Nagda, Distt. Ujjain.

the following minimum percentage (by Volume) of the total bricks and tiles shall apply

25% by 31.08.2004;

50% by 31.08.2005;

75% by 31.08.2006;

100% by 31.08.2007;

(b) In construction activities within 50km. radius of above coal/ignite based thermal power plants, the following minimum percentage (by Volume) of use of bricks and tiles shall apply -

50% by 31.08.2004;

100% by 31.08.2005;

Note :- "No separate payment shall be made for use of fly-ash/fly ash bricks tiles or blocks, clay fly-ash brick of cement fly-ash bricks/blocks or similar products ".

(B) ROAD EMBANKMENT OR FLY OVERS :-

In the construction of roads and fly over embankment, fly ash shall be used as per IRC SP – 58 Guidelines for use of fly ash in road embankments, within a distance of 100 Km of above coal/ignite base thermal power plants.

(C) USE OF FLY- ASH IN RECLAMATION AND COMPACTION :-

No, agency, person or organization shall within a radius of 100 km. of above mentioned coal/ignite thermal power plant, allow reclamation and compaction of low lying areas with soil only. Pond ash shall be used compaction, reclamation and compaction shall be in accordance with the bye laws and specifications as per IRC SP – 58 of 2001.

Following new items are introduced in the Chapter No. – 2 “Excavation and Earthwork”

S. No	Item	Rate (Rs)	Unit
3.0	Construction of embankment/subgrade including clearing & grabbing including collection of fly ash & its transportation to site (as per clause 305 and its sub clauses, where required and as per IRC SP : 58-2001) i/c all lifts. cost of spreading, watering compacting and maintenance of surface during construction to ensure shedding and preventing ponding of water shaping & dressing, finishing etc. complete but excluding scarfing existing granular/bituminous road surface vide clause 305.6		
	1) Fly ash lead up to 25 Km.	91.00	Cum
	2) Fly ash lead more than 25 Km. and up to 50 Km	172.00	Cum
	3) Fly ash lead more than 50 Km and up to 75 Km.	252.00	Cum
	4) Fly ash lead more than 75 Km and up to 100Km.	332.00	Cum

Note : Earth cover will have to be provided on fly ash embankment as per para – 3.3.2 of IRC SP : 58-2001 and shall be compacted along with the fly ash as per para – 4.7.1 of IRC SP: 58-2001 & earth cover will be paid separately as per SOR item for embankment construction.

The above errata/amendment/addendum No. – 4 shall be applicable with effect.

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**REGISTAR
JIWAJI UNIVERSITY,
GWALIOR**

**SECTION 4
BILL OF QUANTITIES (BOQ)**

e;/izns'k 'kklu

yksd fuekZ.k foHkx

ea=ky; oYyHk Hkou] Hkksiky

Øekad % ,Q&53@2@2011@;ks@19@5788 Hkksiky fnukad 25&10&2011

fo"k; %& yksd fuekZ.k foHkx esa vO;ogkfjd (unworkable) fufonk izklr gksus ij dh tkus

okyh dk;Zokgh

@@vkns'k@@

izfr'kr nj ij vk/kkfjr fufonkvksa %izi= ^v**½ ,oa vkoVe jsV ij vk/kkfjr fufonkvksa %izi= ^c** ,oa dsUnzh; IM+d fuf/k ds fy, ,lOch0Mh0 izi=½ esa fufonkdjkksa }kjk vO;ogkfjd nj (unworkable rates) nsus dh izo`fRr ij vadq'k yxkus ds fy, vfrfjDr ijQkjjesal xkWjUVh (additional performance guarantee) fy, tkus gsrq fuEu ekxZn'khZ fl)kUr vfrfjDr fo'ks"k 'krZ (Additional Special Conditiaion) ds :i esa tkjh fd;s tkrs gS %

1& ykxw ,lOvks0vkj0 dh rgyuk esa izklr U;wure fufonk nj ¼,y&1½ nl izfr'kr ls vf/kd uhps (more than ten percent below) gksus ij fufonk nj dks vO;ogkfjd nj (unworkable rates) ekuk tkosxkA ;g fl)kUr izfr'kr njksa ij vk/kkfjr fufonk %izi= v½ ,oa vk;Ve jsV ij vk/kkfjr %izi= c ,oa dsUnzh; IM+d fuf/k ds fy, fu/kkZfjr ,lOch0Mh0½ fufonkvksa ij ykxw gksxkA vk;Ve jsV fufonkvksa ds fy, ,lOvks0vkj0 ij fufonk ykxw dh rgyuk esa izklr U;wure fufonk jk'k ¼vkWQj ½ ds izfr'kr dks fufonk izfr'kr ekuk tkosA vO;ogkfjd nj (unworkable rates) izklr gksus ij lQyre fufonkdj (L1) ls izklr fufonk jk'k (agreemented amount) ,oa ,lOvks0vkj0 ls nl izfr'kr de dh fufonk jk'k (Cost of PAC@10 percent Below SOR) ds vUrj dh vfrfjDr ijQkjjesal xkWjUVh (additional performance gaurantee) fy;k tkosA

2& mijksDrkuqlkj vO;ogkfjd njksa (unworkable rates) gsrq vfrfjDr ijQkjjesal xkWjUVh (additional performance guarantee) fy;s tkus dh lwpu fufonk Lohd'fr dh lwpu (letter of acceptance) ds lkFk gh nh tkos ,oa ;g mlh izk:i esa fy;k tkos ftl izk:i esa vjusLV euh@fufonk dh ijQkjjesal xkWjUVh (earnest money/contract performance guarantee) yh tkrh gSA

3& mijksDrkuqlkj vO;ogkfjd njksa (unworkable rates) ds fy, vfrfjDr ijQkjjesal xkWjUVh (additional performance guarantee) ysus ds mijUr gh vuqcU/k fu"ikfnr fd;k tkosA

4& mijksDrkuqlkj vO;ogkfjd njksa (unworkable rates) ds fy, yh xbZ vfrfjDr ijQkjjesal xkWjUVh (additional performance guarantee) dk;Z iw.kZrk izek.ki= (Completion certificate) tkjh gksus ds i'pkr~ gh okil fd;k tkosA mDr vkns'k rRdky izHkko ls ykxw fd;k tkrk gS ,oa bls tkjh fnukad ds i'pkr vkeaf=r IHkh fufonkvksa esa vfrfjDr fo'ks"k 'krZ ds :i esa tksM+k tkosA

e;/izns'k ds jkT;iky ds uke ls

rFkk vkns'kkuqlkj
gLrk
¼fot; flag oekZ½
Lfpo
e0iz0'kklu] yks0fu0fo

i'0 Øekad % ,Q&53@2@2011@;ks@19@5789 Hkksiky fnukad 25&10&2011
izfrfyfi %&

- 1& fut lfpo] ek0ea=hth] yksd fuekZ.k foHkkx] e-iz-'kklu]Hkksiky
- 2& izeq[k vfHk;ark] yksd fuekZ.k foHkkx] Hkksiky
- 3& leLr eq[; vfHk;ark] yksd fuekZ.k foHkkx] e;/izns'k lsrq
- 4& leLr v/kh{k.k ;a=h] e.My dk;kZy;] yks-fu-fo- e;/izns'k
- 5& leLr dk;Zikyu ;a=h] yksd fuekZ.k foHkkx laHkkx e;/izns'k dh vksj lwpukFkZ ,oa vko';d dk;Zokgh gsrq
vxzsf"krA
¼Øekad 1 dks NksM+dj½

lfpo
e;/izns'k 'kklu
yksd fuekZ.k foHkkx

e;/izns'k 'kklu
yksd fuekZ.k foHkkx
ea=ky;
oYyHk Hkou] Hkksiky & 462002

Øekad % ,Q&53@1@11@;ks@19@1348
11&03&2011

Hkksiky fnukad

izfr]

leLr eq[; vfHk;ark ¼lsrq ifj0½ Hkksiky
leLr v/kh{k.k ;a=h]
leLr dk;Zikyu ;a=h]
yksd fuekZ.k foHkkx]
e;/izns'kA

fo"k; % fufonkdjkksa }kjk dk;ksZ ij rdudh LVkQ fu;kstu u djus ij 'kkfLr vf/kjksfir djus ds izko/kkuksa esa
la'kks/ku ckor~A

&&0&&

yksd fuekZ.k foHkkx ds dk;ksZ ds vuqca/k v]c ,oa l dh ,u0vkbZ0Vh0 dh
dafMdk 8-1-2 (a) esa ,oa lsrq dk;ksZ ds fy, vuqca/k izi= ,Q dh ,u0vkbZ0Vh0 dh dafMdk 2-38-2 esa fufonkdjkksa
}kjk Lukrd ;a=h ,oa fMlyksek/kkjh ;a=h ds fu;kstu dk izko/kku gSA fu;kstu u djus dh fLFkfr esa izi= v]c ,oa l dh
dafMdk Øekad 8-1-2 (iii) esa ,oa izi= ,Q dh dafMdk 2-38-2 ¼3½ esa Lukrd ;a=h ,oa fMlyksek/kkjh ;a=h gsrq
Øe'k% 1000@& :;s ,oa 500@& :;s izfrekg 'kkfLr vf/kjksfir djus dk izko/kku gSA

orZeku izko/kku dks la'kksf/kr djrs gq;s izi= v] c ,oa l dh ,u0vkbZ0Vh0 dh dafMdk 8-1-2 (iii),oa izi= ,Q
dh dafMdk 2-38-2 ¼3½ essa Lukrd ;a=h fu;kstu u djus ij izfrekg 'kkfLr :;s 30]000@& ¼rhl gtkj :;s ek=½ ,oa
fMlyksek/kkjh ;a=h fu;kstu u djus ij izfrekg 'kkfLr :;s 18]000@& ¼vBkjg gtkj :;s ek=½ vf/kjksfir djus dk izko/kku
rRdky izHkko ls ykxw fd;k tkrk gSAHkfo"; esa tkjh dh tkus okyh leLr ,u0vkbZ0Vh0 esa mijksDr la'kksf/kr izko/kku
rRdky izHkko ls lefgr fd, tkosA

e0iz0 jkT;iky ds uke ls
rFkk vkns'kkuqlkj

gLrk
¼pUnz izdk'k vxzoky½
vij lfpo
e0iz0 'kklu yksd fuekZ.k foHkkx
ea=ky; Hkksiky

i'0 Øekad % ,Q&53@1@11@;ks@19@1348
izfrfyfi %&

Hkksiky fnukad 11&03&2011

- 1& fo'ks"kgk;d] eku0 ea=h th] e0iz0 'kklu] yksd fuekZ.k foHkkx HkksikyA
- 2& izeq[k vfHk;ark] yksd fuekZ.k foHkkx] e;/izns'k HkksikyA

कार्यालय अधीक्षण यंत्री, राजधानी परियोजना मण्डल
राजधानी परियोजना प्रशासन भोपाल

क्रमांक 69 /स्था./

भोपाल, दिनांक 16/03/2017

प्रति,

कार्यपालन यंत्री,
निर्माण संभाग क्रमांक -1 एवं 2
नया विद्युत/यांत्रिकी संभाग,
भवन नियंत्रक, विधान शाला एवं
गैस सहित संभाग क्रमांक 1
राजधानी परियोजना प्रशासन

विषय:-कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 से संबंधित योजनाओं के अनुपालन सम्बन्धी।

संदर्भ :-कर्मचारी भविष्य निधि संगठन, उप-क्षेत्रीय कार्यालय भोपाल का पत्र क्रमांक /मप्र/कर्मनि/उत्तेका/भोपाल Intell/73 दिनांक 02.02.2017 (संलग्न है)।

उपरोक्त विषय एवं संदर्भित पत्र के परिपेक्ष्य में लेख है कि जो डेकेदार आपके संभाग के अन्तर्गत अनुबंधित हैं, एवं निर्माण कार्य/संभारण कार्य कर रहे हैं, कृपया यह सुनिश्चित करें, वे सभी एजेन्सियां जिससे आपके कार्यक्षेत्र में उपरोक्तानुसार कार्य कराये जा रहे हैं, EPFO में रजिस्टर्ड हो यदि कोई एजेन्सी रजिस्टर्ड नहीं है तो उसे रजिस्टर्ड होने के निर्देश दिये जावें।

EPFO में रजिस्ट्रेशन की सुविधा ऑनलाइन उपलब्ध है तथा सुविधाजनक है।
(www.epfindia.gov.in)

एजेन्सी के बिल का दुरुस्तान करने से पूर्व कृपया एजेन्सी के पी.एफ. देय की जांच कर लें।

कृपया, निवेदा प्रपत्र में डेकेदारों को EPFO कार्यालय में रजिस्टर्ड होना अनिवार्य किया जाना सुनिश्चित करें।

सहपत्र :- उपरोक्तानुसार

अधीक्षण यंत्री,

राजधानी परियोजना मण्डल
राजधानी परियोजना प्रशासन भोपाल

भोपाल, दिनांक /03/2017

पृ. क्रमांक /स्था./

प्रतिलिपि :-

आयुक्त, क्षेत्रीय भविष्य निधि, उपक्षेत्रीय कार्यालय भोपाल की ओर सूचनार्थ प्रेषित।

सहपत्र :- 0

अधीक्षण यंत्री,
राजधानी परियोजना मण्डल
राजधानी परियोजना प्रशासन भोपाल

RECEIVED No. 447

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

: आदेश

भोपाल, दिनांक 05 अगस्त 2017

क्रमांक एक 58/15/17/19/यो:माल एवं सेवा कर (जीएसटी) दिनांक 01 जुलाई 2017 से लागू कर दिया गया है। सभी वर्क कान्ट्रैक्ट पर अब जीएसटी 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 अनुशंसा के विद् क्रमांक (2) के तारतम्य में लोक निर्माण विभाग द्वारा निर्णय लिया जाता है कि, भविष्य राज्य मद्र से वित्त पोषित कार्यो हेतु में जो भी निविदाएं आमंत्रित की जाएं, उनमें वित्तीय प्रस्ताव जीएसटी, राशि को छोड़कर (exclusive of GST) बूतबाए जाएं एवं देयक भुगतान के समय जीएसटी की ज्ञ दर देयक पर लागू हो उसके अनुसार टैक्स का भुगतान शासन द्वारा पृथक से टैकेदार को किया जाए। जीएसटी से पृथक से भुगतान करने हेतु संबंधित निविदाकार/रोज प्रदाता का जीएसटी में पंजीयन एवं नम्बर(GSTIN) होना अनिवार्य है। जीएसटी को छोड़कर शेष समस्त कर, उपकर, लेवी, फी, टोल 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

(चंद्र प्रकाश अग्रवाल)
सचिव
मध्यप्रदेश शासन
लोक निर्माण विभाग

पू.क्रमांक क्रमांक एक 58/15/17/19/यो - 4295
प्रतिलिपि :-

भोपाल, दिनांक 05, अगस्त 2017

1. प्रबंध संचालक, मध्यप्रदेश सड़क विकास निगम, भोपाल।
2. प्रमुख अभियंता, लोक निर्माण विभाग, म.प्र.भोपाल।
3. परियोजना संचालक, (पीआई यू), लोक निर्माण विभाग, भोपाल।
4. समस्त मुख्य अभियंता, लोक निर्माण विभाग परिक्षेत्र, मध्यप्रदेश।
5. समस्त अतिरिक्त परियोजना संचालक, (पीआई यू), लोक निर्माण विभाग परिक्षेत्र, मध्यप्रदेश।
5. समस्त अधीक्षण सत्री, लोक निर्माण विभाग मण्डल परिक्षेत्र, मध्यप्रदेश।
7. समस्त कार्यपालन सत्री, लोक निर्माण विभाग संभाग परिक्षेत्र, मध्यप्रदेश।
8. निज सचिव, माननीय मंत्री, म.प्र.शासन, लोक निर्माण विभाग।

Chandresh
सचिव
5/8/2017
मध्यप्रदेश शासन
लोक निर्माण विभाग

लोक निर्माण विभाग
मंत्रालय

भोपाल दिनांक /01/2016

आदेश

क्रमांक एफ-53/16/2012/19/यो राज्य शासन एतद् द्वारा म0प्र0 शासन लोक निर्माण विभाग के आदेश क्रमांक एफ-53/16/2012/19/यो दिनांक 01.01.2014 से विभाग में लागू नवीन विधिदा प्रपत्र एपेन्डिक्स 2.10 के एनेक्जर-बी में उल्लेखित शर्त अनुसार रुपये 100/- के नान जुडीशियल स्टाम्प पर शपथ पत्र प्रस्तुत करने के प्रावधान है, जिसमें आंशिक संशोधन करते हुये रुपये 50/- के नान जुडीशियल स्टाम्प पर शपथ पत्र प्रस्तुत करने के प्रावधान करता है।

सहपत्र- शून्य

म0प्र0 के राज्यपाल के नाम से
तथा आदेशानुसार
(चन्द्रप्रकाश अग्रवाल)
सचिव

म0प्र0 शासन लोक निर्माण विभाग
भोपाल दिनांक 25/01/2016

पू0 क्रमांक एफ-53/16/2012/19/यो-447
प्रतिलिपि-

1. अपर मुख्य सचिव, म0प्र0 शासन पंचायत एवं ग्रामीण विकास विभाग भोपाल।
2. अपर मुख्य सचिव, म0प्र0 शासन वित्त विभाग।
3. अपर मुख्य सचिव, म0प्र0 शासन जल संसाधन विभाग, भोपाल।
4. महालेखाकार ग्वालियर/भोपाल (मध्यप्रदेश)।
5. उपाध्यक्ष एवं सदस्य, पुर्नवास नर्मदाघाटी विकास प्राधिकरण, भोपाल।
6. प्रमुख सचिव, म0प्र0 शासन, नर्मदाघाटी विकास विभाग, भोपाल।
7. प्रमुख सचिव, म0प्र0 शासन किसान कल्याण एवं कृषि विभाग, भोपाल।
8. प्रमुख सचिव, म0प्र0 शासन, ऊर्जा विभाग, भोपाल।
9. प्रमुख सचिव, म0प्र0 शासन, सामान्य प्रशासन विभाग, भोपाल।
10. सचिव, म0प्र0 शासन आवास पर्यावरण विभाग, भोपाल।
11. सचिव, म0प्र0 शासन नगरीय प्रशासन एवं विकास विभाग, भोपाल।
12. सचिव, म0प्र0 शासन, लोक स्वास्थ्य यांत्रिकी विभाग, भोपाल।
13. सचिव (समन्वय) मुख्य सचिव, कार्यालय, म0प्र0 शासन, भोपाल।
14. आयुक्त जनसम्पर्क, मध्यप्रदेश भोपाल।
15. प्रबंध संचालक, म0प्र0 राज्य सड़क विकास निगम, भोपाल।
16. मुख्य तकनीकी परीक्षक (सर्तकता) अरेरा हिल्स भोपाल।
17. प्रमुख अभियंता लोक निर्माण विभाग भोपाल।
18. परियोजना संचालक, लोक निर्माण विभाग पी0आई0यू0 भोपाल।
19. मुख्य कार्यपालन अधिकारी, म0प्र0 ग्रामीण सड़क विकास प्राधिकरण, भोपाल।
20. निज सचिव, मान0 मंत्रीजी लोक निर्माण विभाग, भोपाल।

सहपत्र- शून्य

म0प्र0 शासन लोक निर्माण विभाग
सचिव

ESTIMATE FOR SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF 1 NO. 8 PASSANGER LIFT AT ADMINISTRATIVE BLOCK AND OTHER PLACE OF JIWAJI UNIVERSITY, GWALIOR

S.No.	SOR No.	Description	Qty	Unit	Rate	Amount
1.	44	Supply, installation, testing, commissioning, putting into operation and final testing of automatic lift complete in the shaft well and pit constructed already as per CPWD specification including automatic rescue device (ARD), All standard equipments, accessories and control equipments as per manufacturer's design and as per CPWD specification (Part III LIFTS) on turnkey basis, conforming to NBC/Statutory norms and fulfilling following requirements. (Make: ThyssenKrupp, Mitsubishi, Otis, Schindler, Johnson, Orbis)				
		(i) Type : Passenger Lift				
		(ii) Load : As specified elsewhere from 4 passenger (272 kg) to 26 passenger (1768 kg) (for each person standard weight 68kg).				
		(iii) Speed : 1.00 Meter/sec.				
		(iv) Control: ACV3F, 32bit Microprocessor integrated serial communication control system with RMS (Remote monitoring system)/BMS (Building monitoring system) supporting software.				
		(v) Motor/Machine : Permanent magnetic synchronous gearless motor.				
		(vi) Operation: Simplex collective selective with/without lift attendant.				
		(vii) Total rise: About 3 mtrs. (approx.) two stops only.				
		(viii) Landings: All floors on same side.				
		(ix) Floors served : G+1				
		(x) Signals: Digital car position indicator, car travel direction indicator inside car & at all landings, Voice annunciator with suitable music shall be provide in the lift car.				
		(xi) Shaft size: As per manufacturer's design and as per CPWD specification (Part III LIFTS) Shaft to be constructed separately.				
		(xii) Guide rail : As per manufacturer's specification.				
		(xiii) Lift & car size : As per manufacturer's design and as per CPWD specification (Part III LIFTS).				
		(xiv) Car entrance : As per manufacturer's design and as per CPWD specification (Part III LIFTS).				
		(xv) Landing entrance: As per manufacturer's design and as per CPWD specification (Part III LIFTS).				
		(xvi) Car door: S.S. (Stainless steel) hairline finish centre/Telescopic opening door with vision panel.				
		(xvii) Landing door: S.S. (Stainless steel) Hairline finish centre/Telescopic opening door with vision panel.				
		(xviii) Door operation : Automatic electric power operated door, Full height infra red curtain with multiple criss/cross light beams.				
		(xix) Car interior: S.S. (Stainless steel) panel with hair line finish on all sides.				
		(xx) Car floor: Anti skid PVC flooring on heavy duty M S (Mild Steel) platform.				
		(xxi) Car ceiling & lighting : S.S. (Stainless steel) finishes with aesthetic appearance with LED ceiling lights				
		(xxii) Car ventilation : Pressure fan / Blower fan (Car fan with automatic sleep timer shall be provided).				
		(xxiii) Emergency lighting in car: Battery operated emergency lighting in the lift car.				
		(xxiv) Intercom system : Battery operated Intercom system in lift car, machine room and ground floor/control room.				
		(xxv) Emergency alarm : Battery operated alarm bell system in lift car & control room/ Ground floor.				
		(xxvi) Position of machine room : Directly above the hoist-way.				
		(xxvii) Electric power supply : AC 415 V, 3 phase 50 Hz & AC 230 V 1 phase 50Hz terminated in machine room.				
		(xxviii) Fire man switch : Fire man switch' at machine room / Terminal landing				
		(xxix) All car panel buttons and all floor switches must be with brail language as per lift act.				
		(xxx) Audio visual indication in the lift car showing overloading shall be provided such that doors kept open till excess load is removed.				
		(xxxi) Spring buffer/Hydraulic buffers shall be provided				
		(xxxii) Mechanical over speed governor, door key holes in the floor doors shall be provided.				
		(xxxiii) Lift machine hoisting arrangement in the lift machine room and monkey ladder for lift pit should be provided by the lift agency, along with the other steel structure works, foundations for the machines etc.				
		(xxxiv) In the hoist way fascia plate shall be provided.				
		(xxxv) Permanent wiring in lift machine room and lift well with proper no. of light points, with fixtures, exhaust fan, plug points and 3 phase 440V power supply shall be made available by the department in lift shaft, machine room or at desired level.				
		(xxxvi) Car lop safety barricade shall be provided.				
		(xxxvii) ARD (Automatic rescue device): Solid state inbuilt automatic rescue device (ARD) for automatically rescues passengers trapped in the lift car in between floors in the event of power failure. Automatic operation and immediate action in the event of mains failure capable to move the lift to the nearest landing, opens the automatic door of the lift car and floor. Sealed maintenance free battery backup with automatic charging unit and auto changeover device on mains failure.				
		(a) Passenger Capacity				
		(iii) 8 Passenger (544 kg.)	1 No.	Each		
		(c) Add extra for every additional floor beyond initial G+1 floors (additional stops beyond two stops) provide all necessary additional parts/equipments as per manufacture's equipment.				

S.No.	SOR No.	Description	Qty	Unit	Rate	Amount
		(i) Cost for each additional floor : up to 9 stops (For 4 – 10 Passengers)	2 Nos.	Each		
		(f) Add extra for all lantern and arrival gong system.				
		(i) Extra cost for per floor per lift.	4 Nos.	Each		
		(g) Add extra for moon rock finish S.S. (Stainless Steel) Panel	1 No.	Each		
		Less : 10% as per PWD Circular No.				
2	5	Point wiring (excluding metallic switch box & sheet but including switches, sockets, lamp holders/ceiling roses etc) with 1.5 Sq. mm. PVC insulated cable FR with copper multi strand conductor ISI marked in Surface rigid P.V.C. CASING AND CAPPING ISI Marked of suitable size and 1.5 Sq. mm. PVC insulated copper earth continuity conductor of green colour inside casing & capping etc. as required as per specification for				
	5.1	Light Point/Fan Points.				
		a) Short point	2	Each		
		b) Medium point	6	Each		
		c) Long point	5	Each		
	5.2	3 Pin 6 Amp socket outlet on Separate Board				
		b) Medium point	2	Each		
		c) Long point	5	Each		
	5.4	Twin Control light points				
		c) Long point	1	Each		
3	5.5	Point wiring (excluding metallic switch box & sheet but including switches, sockets) for 3 pin 6 Amp. Socket outlet point with 1.5 Sq. mm. PVC insulated cable FR with copper multi strand conductor ISI marked in Surface rigid P.V.C. CASING AND CAPPING ISI marked of suitable size and 1.5 Sq. mm. PVC insulated copper earth continuity conductor of green colour inside casing & capping with required materials as per specification on same board	3	Each		
4	5.6	Wiring for circuit wiring with PVC insulated cable FR with copper multi strand conductor ISI marked in Surface rigid P.V.C. CASING AND CAPPING of ISI marked suitable size etc. as required as per specification				
		a) 2x2.5 Sq.mm.	15	Metre		
		b) 4x2.5 Sq.mm.	5	Metre		
5	18.3	Supplying and fixing of approved make modular type P.V.C. box with modular base and cover plate including fixing on surface excluding switch, socket etc. as required for:-				
	18.3.1	1 OR 2 Module	1	Each		
	18.3.2	3 Module	2	Each		
	18.3.4	6 Module	2	Each		
	18.3.6	12 Module	2	Each		
6	19	Supplying and drawing single core PVC insulated cable FR with copper multi strand conductor ISI marked in existing rigid PVC Casing-N-Capping / conduit in surface or concealed as per specification.				
	19.2	1 X 2.5 sq mm				
	19.2.1	(a) 1 X 2.5 sq mm	19.5	Per Mtr		
7	27.1	Supplying of ISI Marked and approved make of Moulded Case Circuit Breaker (MCCB) suitable for 3 phase,3 pole, 50 Hz, 415 Volts, AC supply with respective interrupting capacity (KA) at 415 Volts cited against their range standard conforming to IS – 8828				
	27.1.2	MCCB with Breaking Capacity 25 KA at 415 V				
	27.1.2.1	Current Rating -25 to100 Amps & 80% -100% adjustable	1	Each		
8	27.5	Supplying of ISI Marked and accepted standard of Miniature Circuit Breaker (MCB) of 'C' series suitable for 240/415 Volts, 50 Cycle , 10 kA Value AC supply confirming to IS : 8828 : 1996, IEC : 60898 :2002 but without enclosures :-				
	27.5.1	SINGLE POLE (SP)				
	27.5.1.2	6 Amp to 32 Amp Rating	8	Each		
	27.5.2	SINGLE POLE & NEUTRAL(SPN)				
	27.5.2.2	6 Amp to 32 Amp Rating	2	Each		
	27.5.4	FOR TRIPLE POLE (TP)				
	27.5.4.2	6 Amp to 32 Amp Rating	4	Each		

S.No.	SOR No.	Description	Qty	Unit	Rate	Amount
	27.7	Supply of approved make powder coated sheet steel encloser SPN MCB DB inclusive of Bus bar, Neutral bar, Earth bar & two earth terminals etc. complete as per IS:13032(exclusive of MCB & isolator)-				
	27.7.4	6 way Double Door IP 43 protection	1	Each		
9	27.10	Supplying of approved make, powder coated Metal Double Door Vertical TPN MCB DB IP 43 protection with provision for MCCB up to 160A TP/ FP 36kA as incomer and space for SP/TP MCBs as outgoing (without MCCB / MCBs) inclusive of bus bar & connections etc				
	27.10.1	4 way without MCCB	1	Each		
10	27.15	Supplying and installing of RCBOs (Residual current circuit breaker with overload and short circuit protection) ISI marked complete as per I.S. standard confirming to IEC:61009-2-1 & IS:12640-2:2001,240/415V 50 Hz with 10 kA short circuit withstand capacity for earth leakage, overload & short circuit protection including connection in existing enclosure in approved manner as per specification.				
	27.15.2	FP(8 module)				
	27.15.2.6	4 pole 25-32 Amps, 100/300 mA sensitivity	1	Each		
11	28.4	Fixing of MCB /MCCB/ Isolator in sheet steel enclosure as required as per accepted practice, including mounting on busbar and cable connection etc. complete (Labour only)				
	28.4.1	MCB / Isolator SP/DP	10	Each		
	28.4.2	MCB /MCCB Isolator TP /TPN/FP	9	Each		
12	28.7	Labour charges for fixing sheet steel enclosures, MCB DB flush mounting type, as per accepted practice, duly embedded and end plate completely flushed in wall, cable connection etc. complete :-				
		FOR S.No :-				
	28.7.1	27.7.1 to 27.7.7 ; 27.8.1 to 27.8.3 & 27.9.1,	2	Each		
13	30.6	Supplying, erecting and testing of approved make Exhaust Fan heavy duty with mounting frame, blades AC 230-250 complete connection and including, frame bolt/ Anchor hole fasteners etc. complete finished of approved as required.				
	30.6.2	380mm sweep 900 RPM	1	Each		
14	31.3	Supplying, fixing & testing of approved make T- 5 lamp channel luminary with epoxy white powder coated CRCA sheet steel housing box type channel with reflector cover including electronic ballast (HF), PF > 0.95, THD <30% complete duly wired (with tube rod) as per specification & fixing as below:				
	31.3.1	l) Fixing on wall/Ceiling on PVC plate Anchor fasteners and other necessary materials including connections etc. and as required.	4	Each		
15	37.1	Earthing with G.I. Earth pipe 4.5 Metre long and 40 mm dia with masonry enclosure in cement mortar, cover plate having locking arrangement on the top etc.(but without charcoal or coke and salt) complete as required.				
			2	Each		
16	37.2	Add Extra for using salt and charcoal / coke for pipe earth electrode as required including excavation & refilling.				
	37.2.1	Excavation 2.5 cum by manual labour	2	Each		
17	37.9	Supplying and laying 25mm X 6mm G.I. strip at 0.5 Metre below ground level as strip earth electrode including soldering etc. as required.				
			70	metre		
18	41.1	Supply of XLPE Insulated power cable (confirming IS-7098 Part-I) 1100 Volt grade, 1 core /2 core /3½ core/4 core ISI MARKED with Alu. Stranded /solid conductor				
	41.1.6	ARMOURED 3 Core				
	41.1.6.1	6 Sq.mm.	21	Metre		

S.No.	SOR No.	Description	Qty	Unit	Rate	Amount
	41.1.8	3½ CORE ARMoured				
	41.1.8.1	25 Sq.mm	30	Metre		
19	41.23	Laying of one number armoured / unarmoured power cable 1.1 kV grade of size not exceeding 25 Sq.mm in the existing masonry open duct as required.	51	Metre		
20	38.2	Supplying and drawing following pair of 0.5 mm size solid annealed copper conductor PVC Insulated telephone cable as per DOT Specifications in existing surface/concealed steel/PVC Conduit/Cassing-N-Capping as required.				
		(ii) 2 Pair	25Mtr	Mtr.		
21.	42.36	Supply, fabrication and erection of Angle/Chanel/Flat iron fitting for over head line & sub-station etc such as 'D' bracket, cross arms, top clamp, 'V' cross arms, Back/Support clamps or other similar work etc. including nut bolts of required size, making holes, fabrication, welding, cutting, etc. and painting with one coat of red oxide paint & two coat of aluminium paint as required as per specification. 200x100 Channel	800	Kg.		

Schedule of Quantity

**Name of work-: Civil work for Installation of Lift at different place of
Jiwaji University, Gwalior**

S.No./SOR	Description of Item	Qty.	Rate as per current MP PWD SOR	Amount
01/2.6	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including dressing of sides and ramming of bottom disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be leveled and neatly dressed. (No extra lift is payable if work is done by mechanical means)	69 cum		
02/4.1.1.3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : M 15 – Grade concrete	4.00 cum		
03/5.9.1	Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for concrete up to plinth level.	28.00 sqm		
04/5.1.1	Providing and laying in position specified grade of reinforced cement concrete (with 20mm nominal size graded stone aggregate) excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : M 20 –Grade Concrete	13.00 cum		
05/5.9.2	Centering and shuttering including strutting, propping etc. and removal of form for : Walls (any thickness) including attached pilasters buttresses, plinth beams and string courses etc.up to plinth level.	744.00 sqm		
06/5.3.1	Reinforced cement concrete work (with 20mm nominal size graded stone aggregate) in beams, suspended floors, roofs having slope of any degree landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level and up to floor two level excluding the cost of centering, shuttering, finishing and reinforcement in concrete grade. M 20 –Grade Concrete	92.00 cum		
07/5.9.6	Centering and shuttering including strutting, propping etc. and removal of form for : Columns, Pillars, Piers, Abutments, Posts and Struts.	125.00 sqm		
08/11.1.1	Cement concrete flooring 1:2:4 (1 cement : 2 sand : 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete.(Area of panel not	21.00 sqm		

	to exceed 2.0 sqm) 40mm thick with 20mm nominal size stone aggregate.			
09/11.22.1	Providing and fixing 18mm thick gang saw cut mirror polished (premoulded and prepolished) machine cut for kitchen platforms, vanity counters, window sills , facias and similar locations of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing moulding and polishing to edge to give high gloss finish wherever required etc. complete at all levels. samples approved by Engineer-in-charge. Granitfine grainsd dark black/dark red/white with self design/patten/crystail of other colours or glitters.	115 sqm		
10/13.8.1	6 mm cement plaster of mix : 1:3 (1 cement : 3 sand)	637.00 sqm		
11/5.16.6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire up to floor two level including all wastage etc. complete. Thermo-Mechanically Treated bars.(TMT)	15208 k.g		

Schedule of Quantity

Name of work : Supplying and Installation of lift at Engineering Institute In Jiwaji University Gwalior

S. no. / SOR No.	Particular	Qty	Rate as per current MP PWD SOR	Amount
	Supplying, installation, testing commissioning, putting into operation and final testing of automatic lift complete in the shaft well and pit constructed already as per CPWD specification including automatic rescue device (ARD), All standard equipments, accessories and control equipments as per manufacturer's design and as per CPWD specification (Part III LIFTS) on turnkey basis, Conforming to NBC / Statutory norms and fulfilling following requirements. (Make: Schindler, Mitsubishi, Otis, Johnson,			
(i)	Type : passenger lift			
(ii)	Load : As specified elsewhere from 4 passenger (272Kg) to 26 passenger (1768Kg) (for each person standard weight 65Kg.).			
(iii)	Speed : 1.00 Meter/sec.			
(iv)	Control : ACV3 F, 32bit Microprocessor integrated serial communication control system with RMS (remote monitoring system) / BMS (Building monitoring system) supporting software			
(v)	Motor/ machine : Permanent magnetic synchronous fanless motor.			
(vi)	Operation : Simplex collective selective with attendant.			
(vii)	Total rise : About 3 meter (Approx) two stops only.			
(viii)	Landings : All floors on same side.			
(ix)	Floors served: G+1			
(x)	Signals : Digital car position indicator, car travel direction indicator inside car & at all landings, Voice annunciator with suitable music shall be provided in the lift car.			
(xi)	Shaft size : As per manufacturer's design and as per CPWD specification (Part III LIFTS), Shall to be constructed separately.			
(xii)	Guide rail : As per manufacturer's specifications.			
(xiii)	Lift & car size : As per manufacturer's design and as per CPWD specifications (Part III LIFTS).			
(xiv)	Car entrance : As per manufacturer's design and as per CPWD specifications (part III LIFTS).			

(xv)	Landing entrance : As per manufacturer's design and as per CPWD specification (Part III LIFTS).			
(xvi)	Car doors: S.S. (Stainless steel) hairline finish centre / Telescopic opening door with vision panel.			
(xvii)	Landing door : S.S. (Stainless steel) Hairline finish centre / Telescopic opening door with vision panel			
(xviii)	Door operation : Automatic electric power operated door, Full height infra red curtain with multiple criss/cross light beams.			
(xix)	Car interior : S.S. (Stainless steel) panel with hair line finish on all sides.			
(xx)	Car floor : Anti skid PVC flooring on heavy dotted M S (Mild Steel) platform.			
(xxi)	Car ceiling & lighting : S. S. (Stainless steel) finishes with aesthetic appearance with LED ceiling lights			
(xxii)	Car ventilation : Pressure fan / Blower fan (Car fan with automatic speed control shall be provided			
(xxiii)	Emergency lighting in car : Battery operated emergency lighting in the lift			
(xxiv)	Intercom system : battery operated Intercom system in lift car, machine room and ground floor/control room.			
(xxv)	Emergency alarm : Battery operated alarm bell system in lift car & control room/ Ground floor.			
(xxvi)	Position of machine room : Directly above the hoist-way.			
(xxvii)	Electric power supply : AC 415 V, 3 phase 50 Hz & AC 230 V 1 phase 50Hz terminated in machine room			
(xxviii)	Fire man switch : Fire man switch at machine room / Terminal landing			
(xxix)	All car panel buttons and all floor switches must be with brail language as per till act.			
(xxx)	Audio visual indication in the lift car showing overloading shall be provided such that doors kept open till excess load is removed.			
(xxxi)	Spring buffer/Hydraulic buffers shall be provided			
(xxxii)	Mechanical over speed governor, door key holes in the floor doors shall be provided			
(xxxiii)	Lift machine hoisting arrangement in the lift machine room and monkey 1.tddcr for lift pit should be provided by the lift agency, along with			

	the other steel structure works, foundations for the machines etc.			
(xxxiv)	In the hoist way fascia plate shall be provided			
(xxxv)	Permanent wiring in the lift machine room & lift well with proper no. of light points. With fixtures, exhaust fan, plug points & 3 phase 440v power supply shall be made available by the department in life shaft, machine room or at desired level			
(xxxvi)	Car top safety barricade shall be provided.			
(xxxvii)	ARD (Automatic rescue device) solid state in built automatic rescue device (ARD) For automatically rescues passengers trapped in the lift ca in between floors in the event of power failure automatic operation & immediate action in the event of mains failure capable to move the lift to the nearest landing opens the automatic door of the lift car & floor. Sealed maintenance free battery backup with automatic change over device on mains failure.			
(A)	Passenger capacity			
(iii)	8 passenger	05 no.		
(C)	Add extra for every additional floor beyond initial G + 1 floor (additional stopa beyond two stops) provide all necessary additional parts / equipments as per manufactures requirements.			
(i)	Cost of each additional floor: up to 9 stops (for 4-10 passengers)	12 no.		

NOTE :

1. Name of the make can be deleted or added with the permission of Registrar, Jiwaji University, Gwalior.
2. Name of the make from among make given in NIT shall be finalized by the Engineer in Charge (Electrical).
3. Lift General Arrangement Drawing (GAD) shall be provided by the contractor to Engineer in Charge (Electrical) for approval before execution of work and taking necessary approval from MP Electric safety Energy department, Bhopal.
4. All rates incorporate full comprehensive full comprehensive maintenance guarantee which include replacement of all equipment and parts and manpower required to replace equipment & parts and manpower required to replace equipment & parts but excluding consumable such as oil, electricity for a period of 5 (Five) years from the date of final commissioning of the lift.
5. Penalty for period in which Lift is out of order in excess of 72 hours, shall be @ Rs. 1000/- (One thousand_ per hours each lift.
6. Contractor are requested to quote your rate on MP PWE SOR building / Electric work / Life work with up to date amendment.
7. Contractors/bidder are requested to quote your rate after inspection of sites where lift is to be installed.
8. The quantity of civil and electric work may be increase or decrease as per site condition.

**REGISTRAR
JIWAJI UNIVERSITY, GWALIOR**

JIWAJI UNIVERSITY, GWALIOR

COMMERCIAL BID (ONLINE) FOR PURCHASE OF **Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) including required civil work**

1.Name of the Firm :-

.....

2.Address of the Firm :-

.....

3.Name of the Proprietor / Partner / Director of the Firm :-

.....

4.Telephone No and e-mail ID. :-

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COMMERCIAL BID FORM (e-Bid)

Sr. No.	Equipment	Qty.			
			Estimated Amount	On PWD SOR 01.08.2014	% Rate quoted
1.	Supplying, Installation, Testing and Commissioning of Passenger Elevator (Lift) including required civil work	06			
2.	%Rate quoted on MP PWDSOR building and electric work 01.08.2014 with up to date amendment	06	1,20,00,000/-	Above/ below	

(SIGNATURE OF THE BIDDER WITH NAME & SEAL)