

मध्यप्रदेश शासन  
लोक स्वास्थ्य यंत्रिकी विभाग  
मंत्रालय  
वल्लभ भवन, भोपाल- 462004

क्रमांक /आर- 74 /2014 /2 /34

भोपाल, दिनांक

// आदेश //

राज्य शासन एतद् द्वारा मध्यप्रदेश कार्य विभाग नियमावली 1983 के वाल्यूम II के एपेंडिक्स 2.10, 2.10ए, 2.13, 2.13ए, 2.14 एवं 2.14ए के स्थान पर लोक निर्माण विभाग द्वारा लागू नवीन निविदा प्रपत्र एपेंडिक्स-2.10 को लोक स्वास्थ्य यांत्रिकी विभाग में तत्काल प्रभाव से लागू किया जाता है। उक्त नवीन निविदा प्रपत्र में सम्मिलित किये जाने वाली Bid Data Sheet एवं Contract Data संलग्न हैं। नवीन निविदा प्रपत्र के Annexure-I (Format I-2) में उल्लेखित Annual Turnover को 05 वित्तीय वर्ष के स्थान पर 03 वित्तीय वर्ष पढ़ा जावे। शासन के पत्र क्रमांक 3431/74/2015/2/34 भोपाल दिनांक 30.07.2015 द्वारा नवीन निविदा प्रपत्र हेतु किये गये प्रावधानों को नवीन निविदा प्रपत्र में समाहित किया जावे। इसी प्रकार Annexure-B अनुसार आवश्यक शपथ पत्र ठेकेदार द्वारा नोटराईज्ड कराने के स्थान पर स्व-हस्ताक्षरित दिया जा सकेगा।

भविष्य में आमंत्रित की जाने वाली निविदाओं में तदानुसार कार्यवाही सुनिश्चित की जावे।

(एन.के.वैद्य)

अवर सचिव

मध्यप्रदेश शासन

लोक स्वास्थ्य यंत्रिकी विभाग

3611  
पृष्ठा. क्रमांक /आर-74 /2014 /2 /34

भोपाल, दिनांक 28 JUL 2016

प्रतिलिपि :-

- 1- विशेष सहायक, माननीय मंत्री, मध्य प्रदेश शासन, लोक स्वास्थ्य यांत्रिकी विभाग, भोपाल की ओर सादर सूचनार्थ प्रेषित।।
- 2- अपर मुख्य सचिव, मध्य प्रदेश शासन, वित्त विभाग, मंत्रालय, भोपाल की ओर सादर सूचनार्थ प्रेषित।
- 3- निज सहायक, प्रमुख सचिव, मध्यप्रदेश शासन, लोक स्वास्थ्य यांत्रिकी विभाग मंत्रालय भोपाल की ओर सादर सूचनार्थ प्रेषित।
- 4-महालेखाकार, लेखा एवं हकदारी, कार्यालय महालेखाकार, लेखा भवन, झांसी रोड, ग्वालियर की ओर सादर सूचनार्थ प्रेषित।
- 5- प्रमुख सचिव, मध्यप्रदेश शासन, लोक निर्माण विभाग, जल संसाधन विभाग, ग्रामीण अभियांत्रिकी सेवा, म0प्र0 की ओर सादर सूचनार्थ प्रेषित।
- 6- प्रमुख अभियंता, लोक स्वास्थ्य यांत्रिकी विभाग, जल भवन, बाणगंगा, भोपाल।
- 7- मुख्य महाप्रबंधक, म0प्र0 जल निगम मर्यादित, विंध्याचल भवन भोपाल।
- 8- मुख्य अभियंता, लोक स्वास्थ्य यंत्रिकी विभाग, परिक्षेत्र समस्त।
- 9- अधीक्षण यंत्री, लोक स्वास्थ्य यंत्रिकी मण्डल समस्त।
- 10-कार्यपालन यंत्री, लोक स्वास्थ्य यंत्रिकी खण्ड समस्त।

सरल क्रमांक 06 से 10 की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

8 से 10 तक :-Appendix-2.10  
की soft copy संलग्न है।

अवर सचिव

मध्यप्रदेश शासन

लोक स्वास्थ्य यंत्रिकी विभाग

Enclosure of Order No. 3611/R-74/2014/2/34  
 Dated 28/07/2016

### Bid Data Sheet

GENERAL			
SR. No.	PARTICULARS	DATA	
1	Office Inviting Tender	As per NIT	
2	NIT No.	As per NIT	
3	Date of NIT	As per NIT	
4	Bid document download available from date & time	As per NIT	
5	Website link	<a href="http://www.mpeproc.gov.in">http:// www.mpeproc.gov.in</a>	
SECTION 1 - NIT			
CLAUSE REFERENCE	PARTICULARS	DATA	
2	Portal Fees	As per Website link	
3	Cost of Bid Document	As per NIT	
	Cost of Bid Document Payable at	As per Website link	
	Cost of Bid Document In favor of	As per Website link	
4	Affidavit Format	Self Attested Affidavit ( Notarized not required) As per 'Annexure- B'	
5	Pre-qualifications required	As per NIT	
	If Yes, details	Annexure C	
6	Special Eligibility (if yes, prior permission of E-in-C required)	As per NIT	NO
	If Yes, details	As per 'Annexure -D'	
7	Key dates	As per 'Annexure -A'	


Section 2 – Bid Data Sheet

**Bid Data Sheet**

<b>SECTION 2 - ITB</b>		
<b>CLAUSE REFERENCE</b>	<b>PARTICULARS</b>	<b>DATA</b>
1	Name of the 'Work'	As per NIT
2	Specifications	As per 'Annexure – E'
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed	As per NIT
	If Yes, requirement for joint Venture	Annexure G
	Pre bid meeting to be held	As per NIT
9	If Yes, Date, Time & place	Date :----- Time from: Place :-----
12	<b>Envelope-A</b> containing : i. Registration number or proof of application for registration and organization 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	At the Office of the As per NIT  Before----- ( date )
14	<b>Envelope-B</b> Technical Proposal	As per 'Annexure - I' and Annexure - I (Format I-1 to I-5)
	<b>Envelope-C</b> Financial Bid	As per 'Annexure - J'
15	Materials to be issued by the department	As per 'Annexure - K'
16	Period of Validity of Bid	<b>120 Days</b> from the date of submission of tender

### Bid Data Sheet

CLAUSE REFERE NCE	PARTICULARS	DATA
17	Earnest Money Deposit	Rs.....As per NIT
	Forms of Earnest Money Deposit	i. FDR/ e-FDR ii. Demand draft of scheduled commercial bank iii. Interest bearing securities of post office.
	EMD valid for a period of	<b>180 Days</b>
	FDR must be drawn in favour of	Executive Engineer PHE Division.....
21	Letter of Acceptance (LoA)	As per 'Annexure -L'
22	Amount of Performance Security	<b>5%</b> of Contract Amount
	Additional Performance Security, if any	As per NIT
	Performance Security in the format	As per 'Annexure- M'
	Performance Security in favour of	Executive Engineer PHE Division .....
	Performance Security valid up to	Valid Contract Period plus <b>3 months</b>

  
 Under Secretary  
 Govt. of M.P.  
 P.H.E.D., Mantralaya  
 Bhopal



**CONTRACT DATA OF NEW PWD FORM APPENDIX 2.10**

**w.e.f. 01.01.2014**


**APPLICABLE CONTRACT DATA IN PHED, GoMP**

GCC Clause	Particulars	Data
1.14	Employer	<u>Government of Madhya Pradesh</u>
1.15	Engineer	<u>Executive Engineer/Assistant Engineer/Sub Engineer/Consultant appointed by Department</u>
1.16	Engineer in Charge	<u>Executive Engineer</u>
1.22	Stipulated period of completion	.....(Mention as per NIT)
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & Contract details of the Contractor	As per Annexure H
	Address & contract details of the Employer/Engineer-phone, Fax, e-mail	..... .....(Mention as per NIT)
5	Subcontracting permitted for the Contract Value	More than Rs. <u>100</u> Lakhs
6	Technical Personnel to be provided by the contractor-requirement, & Penalty, if required Technical Personnel not employed	As per Annexure-I (Format I-3) Rs.30,000 for Degree holder & Rs.18,000 for Diploma holder Engineer or <u>As per PWD latest orders for deduction for Diploma/Degree Holder Engineers OR as may be decided by the Draft NIT approving authority.</u>
10	Specifications	As per Annexure E
	Drawings	As per Annexure N
12	Competent Authority for deciding dispute under Dispute Resolution System	<u>Superintending Engineer, Circle.....,PHED.</u>
	Appellate Authority for deciding dispute under Dispute Resolution System	<u>Chief Engineer, Zone....., PHED.</u>
13	Period for submission of updated construction program	<u>Initial work program shall be submitted within a week from the date of signing the agreement, thereafter, updated program on Quarterly basis in contracts where the contract period is more than 12 months.</u>
	Amount to be withheld for not submitting construction program in the prescribed period	<u>1% of the contract value subject to minimum Rs. 5,000/- per month.</u>
14	Competent Authority for granting Time Extension	<u>Up to one month - Executive Engineer.</u> <u>More than one month - Superintending Engineer (Full Powers).</u>
15	Milestones laid down for the contract	Yes                      No
	if yes, details of milestones	As per Annexure O
	Liquidated damage	As per Annexure P
17	List of equipment for lab	As per Annexure Q
	Time to establish lab	<u>Within 15days from the date of agreement.</u>
	Penalty for not establishing field laboratory	<u>1% of the contract value subject to minimum Rs. 10,000/- per month.</u>
18	Defect Liability Period	<u>12</u> Months after physical completion of work
21	Competent Authority for determining the rate	<u>Superintending Engineer, Circle.....,PHED</u>

27	Any other condition for breach of contract	<u>Less than 15% progress achieved during the half of the contract period. (Reason for delay attributed to the contractor.)</u>
28	Penalty	Penalty shall include (a) <u>Security deposit as per clause 30 of General Conditions of Contract and</u> (b) <u>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.</u>
29	Performance guarantee (Security) shall be valid up to	<u>Till issue of physical Completion Certificate as per Clause 35.1 plus 3 months.</u>
30	Security Deposit to be deducted from each running bill	At the rate of 5%.
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
31	Price Adjustment formula and procedure to calculate	<b>As per Annexure R</b>
31.1(1)	Price adjustment shall be applicable	As per PHED GoMP order no 3431/74/2015/2/34 dated 30/07/2015 (a) For Tenders up to 5.00 crores- not payable in any case. (b) For Tenders costing more than 5.00 crores not payable except in cases governed by force Majeure. Even in the cases of Force Majeure, price adjustment will be limited to Cement, Steel and P.O.L. Head only.
32	32.1 Mobilization and Construction Machinery Advance Applicable	<b><u>No Mobilization and Construction Machinery Advance Payable.</u></b>
	32.2 If yes, Unconditional Bank Guarantee.	<del>In the format prescribed in Annexure S.</del> <b>(NOT APPLICABLE)</b>
	32.3 If yes, Rate of interest chargeable on advances.	<del>10% annual simple interest.</del> <b>(NOT APPLICABLE)</b>
	32.4 If yes, Type & Amount of advance payment that can be paid.	<del>1. Mobilization advance Not more than — % of contract amount. 2. Construction Machinery advance Not more than — % of contract amount.</del> <b>(NOT-APPLICABLE)</b>
	32.5 If yes, Recovery of advance payment.	<del>Recovery of Mobilization and/or Construction Machinery advance shall commence when 10% of the Contract Amount is executed and recovery of total advance shall be done on pro rata basis and shall be completed by the time work equivalent to 80% of the Contract Amount is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrue from the day of payment of advance and the recovery of interest shall commence when 10% of the Contract Amount is executed and shall be completed by the time work equivalent to 80% of the Contract Amount is executed.</del> <b>(NOT APPLICABLE)</b>



33	33.1 Secured Advance Applicable	No Secured Advance Payable.
	33.2 If yes, Unconditional Bank Guarantee.	In the format prescribed in Annexure T- (NOT APPLICABLE)
	33.2 If yes, Amount of Secured advances.	<del>75% of value of material as determined by the Engineer in Charge.</del> (NOT APPLICABLE)
	32.3 If yes, Conditions for secured Advance.	<del>a) The materials are in accordance with the specification for Works;</del> <del>b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks;</del> <del>c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;</del> <del>d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;</del> <del>e) Ownership of such materials shall be deemed to vest in the Employer for which the contractor has submitted and Indemnity Bond in an acceptable format; and</del> <del>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the engineer. (Not applicable)</del> (NOT APPLICABLE)
	33.4 If yes, Recovery of Secured advance	<del>The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid] have been incorporated into the works.</del> (NOT APPLICABLE)
35	Completion Certificate- after physical completion of the Work	As per Annexure-U
	Final Completion Certificate- after final payment on completion of the work.	As per Annexure-V
36	Competent Authority	<u>Superintending Engineer, Circle..... PHED</u>
39	Salient features of some of the major labour laws that are applicable	As per Annexure-W
41	Competent Authority	<u>Chief Engineer, Zone.....PHED</u>

  
 Under Secretary  
 Govt. of M.P.  
 P.H.E.D.,  
 Mantralaya  
 Bhopal

Enclosure of order No. 3431/R-74/2/34 dated 28/7/2016 24

मध्यप्रदेश शासन  
लोक स्वास्थ्य यांत्रिकी विभाग  
मंत्रालय, भोपाल

भोपाल दिनांक 30/07/2015

क्रमांक 3431/एफ-74/2015/2/34 विभागीय कार्यों की निविदा आमंत्रण हेतु कार्य विभाग मैन्युअल की एपेन्डिक्स 2.10 (नवीन निविदा प्रपत्र) के क्लॉज 28, 29, 31 एवं 32 में निम्नानुसार मात्राएं राज्य शासन एतद द्वारा निर्धारित करता है-

PARTICULARS OF VALUES TO BE ASSIGNED FOR VARIOUS CLAUSES OF NEW TENDER DOCUMENTS  
(APPENDIX-2.10)

Reference	Particulars	Values Applicable for PHED works
GCC Clause 28	Payment upon Termination	GCC Clause 28.1 - If the contract is terminated under clause 27.3, the Engineer shall issue a certificate showing 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. Contract Data- Clause Reference 28: Penalty shall include- (a) Security deposit as per clause 30 and (b) Liquidated damages imposed as per clause 15 of General Conditions of Contract or Performance Guarantee whichever is higher.
Clause 29	Performance Security	Performance Security @ 5% of contract value : (a) In the form of Fixed Deposit Receipt of any Nationalised / Scheduled Commercial Bank for works upto Rs. 50.00 lacs (b) In the form of Bank Guarantee of any Nationalised / Scheduled Commercial Bank for works above Rs. 50.00 lacs
Clause 31	Price Adjustment	(a) For Tenders upto 5.00 crores - not payable in any case. (b) For Tenders costing more than 5.00 crores not payable except in cases governed by force Majeure. Even in the cases of Force Majeure, price adjustment will be limited to cement, steel and P.O.L. items only.
Clause 32	Mobilization and construction machinery advance secured Advance.	No Mobilization Advance shall be payable.

EE (mmi-2)

AE (M)

Daily  
(एन.के.वैद्य)

अवर सचिव  
मध्यप्रदेश शासन  
लोक स्वास्थ्य यांत्रिकी विभाग

क्रमांक 3432/74/एफ-74/2015/2/34  
प्रतिलिपि :-

भोपाल, दिनांक 30/07/2015

- विशेष सहायक, माननीय मंत्री, मध्यप्रदेश शासन, लोक स्वास्थ्य यांत्रिकी विभाग, भोपाल की ओर सूचनार्थ।
- अपर मुख्य सचिव, मध्यप्रदेश शासन, वित्त विभाग, मंत्रालय, भोपाल की ओर वित्त विभाग की टीप क्र. 607/आर-749 दिनांक 03.11.2014 के संदर्भ में सूचनार्थ।
- प्रमुख सचिव, मध्यप्रदेश शासन, लोक निर्माण विभाग, मंत्रालय, भोपाल की ओर उनके आदेश क्रमांक एफ 53/16/2012/19/यो./4065 भोपाल दिनांक 01.07.2013 के संदर्भ में सूचनार्थ अग्रेषित।
- प्रमुख अभियंता, लोक स्वास्थ्य यांत्रिकी विभाग, भोपाल की ओर टीप क्र. 298 दिनांक 13.05.2015 के संदर्भ में सूचनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित।
- मुख्य अभियन्ता, लोक स्वास्थ्य यांत्रिकी विभाग, परिक्षेत्र भोपाल/इंदौर/जबलपुर/ग्वालियर/वियां. भोपाल की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित।
- समस्त अधीक्षण यंत्री, लोक स्वास्थ्य यांत्रिकी विभाग, मध्यप्रदेश की ओर सूचनार्थ अग्रेषित।
- समस्त कार्यपालन यंत्री, लोक स्वास्थ्य यांत्रिकी विभाग, मध्यप्रदेश की ओर सूचनार्थ अग्रेषित।

Daily  
अवर सचिव

मध्यप्रदेश शासन  
लोक स्वास्थ्य यांत्रिकी विभाग