



GOVERNMENT OF MADHYA PRADESH  
OFFICE OF THE RESIDENT COMMISSIONER  
MADHYA PRADESH BHAWAN,  
PLOT NO. 29C-D, JESUS & MARY MARG  
CHANAKYAPURI NEW DELHI 110021

**ONLINE TENDER DOCUMENT FOR ANNUAL REPAIR (A/R), SPECIAL REPAIR (S/R) & MINOR ORIGINAL WORK (MOW) IN M.P. BHAWAN, CHANAKYAPURI, NEW DELHI & MADHYANCHAL, 12 IHC POCKET, INSTITUTIONAL AREA, VASANT KUNJ, NEW DELHI AND ALL ESTABLISHMENT OF GOVT. OF M.P. IN DELHI & NCR**



MADHYA PRADESH BHAWAN,  
29C-D, JESUS & MARY MARG  
CHANAKYAPURI, NEW DELHI - 110021



MADHYANCHAL, 12 IHC POCKET,  
INSTITUTIONAL AREA, VASANT KUNJ  
NEW DELHI - 110070

**A- NIT & Technical Bid**  
OFFICE OF THE RESIDENT COMMISSIONER  
MADHYA PRADESH BHAWAN,  
CHANAKYAPURI, NEW DELHI - 110021

**GOVERNMENT OF MADHYA PRADESH  
MADHYA PRADESH BHAWAN, NEW DELHI  
PLOT NO. 29-C & 29-D, JESUS & MARY MARG  
CHANAKYAPURI, NEW DELHI – 110021**

**TENDER DOCUMENT**

**Name of Work :-** Online tender for Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) in M.P. Bhawan, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi and all establishment of Govt. of M.P. in Delhi & NCR

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**GOVERNMENT OF MADHYA PRADESH  
MADHYA PRADESH BHAWAN, NEW DELHI  
PLOT NO. 29-C & 29-D, JESUS & MARY MARG  
CHANAKYAPURI, NEW DELHI - 110021**

**SECTION - 1**

No. 19/CIVIL/MADH/MPB/2024

Dated: 24/07/2024

**NOTICE INVITING TENDER**

- 1.1 Online tenders for Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) in M.P. Bhawan, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi and all establishment of Govt. of M.P. in Delhi & NCR -with two bid system (Technical bid & Financial bid though e-tendering) in the prescribed proforma from interested parties/ Registered Firms/ Registered Companies/ Reputed Organizations/ Agencies for one year from the date of start work.
- 1.2 Detailed job and items descriptions are made in the relevant section of the body of tender document.
- 1.3 Offers in Physical form will not be accepted in any case.
- 1.4 Incomplete and / or illegible document will not be considered and such documents/ tender / bid will be considered as NON - RESPONSIVE
- 1.5 Tender documents to be downloaded from the website: [www.mptenders.gov.in](http://www.mptenders.gov.in) and submission of bids through e-tendering with non-refundable cost of the form Rs. 500/- (Rs. Five Hundred only) to be paid online.
- 1.6 Technical bid must be submitted along with online e-payment receipt of EMD Rs. 45,000/- (to be paid online)
- 1.7 The last date of submission of online Technical Bid is 14/08/2024, up to 03:00 PM and the same will be opened in the presence of such bidder who may wish to be present in the office Madhya Pradesh Bhawan, 29 C-D, Jesus & Mary Marg, Chanakyapuri, New Delhi on 16/08/2024 at 03.00 PM.
- 1.8 The financial bid to be submitted online through e-tendering process till 03:00 PM on 14/08/2024 on website: [www.mptenders.gov.in](http://www.mptenders.gov.in). In no case financial bids would be received and accepted on by hand or in hard copy. Financial bid would be opened in respect of bidders whose technical bids are found acceptable by the committee constituted for this purpose on 22/08/2024 at 03:00 P.M
- 1.9 A pre-bid conference will be held on 08/08/2024 at 03.00 PM in the conference hall of Madhya Pradesh Bhawan, Plot No. 29 C-D, Jesus & Mary Marg, Chanakyapuri, New Delhi -110021
- 1.10 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding

**Addl. Resident Commissioner  
M.P. Bhawan, New Delhi**

**GOVERNMENT OF MADHYA PRADESH  
MADHYA PRADESH BHAWAN, NEW DELHI  
PLOT NO. 29-C & 29-D, JESUS & MARY MARG  
CHANAKYAPURI, NEW DELHI - 110021**

**SECTION – 2**

**BRIEF INFORMATION ON TENDER DOCUMENT**

2.1	<b>Name of Work</b>	Online tender for Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) in M.P. Bhawan, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi and all establishment of Govt. of M.P. in Delhi & NCR
2.2	N.I.T. No. and Date	19/CIVIL/MADH/MPB/2024 dated 24/07/2024
2.3	Contract Period	One year (Contract may be renewed for <b>another</b> one year with mutual consent of both the parties)
2.4	<b>Date and Time of Pre-bid conference</b>	08/08/2024 at 3.00 p.m.
2.5	Last date and time of <b>bid</b> submission	14/08/2024 upto 3.00 p.m.
2.6	Date and Time of opening of Technical Bid	16/08/2024 at 3.00 p.m.
2.7	Date and Time of opening of Financial Bid of qualified Bidders	22/08/2024 at 3.00 p.m.
2.8	Probable Amount of Contract (Rs. In Figure ) (Rs. In Words)	Rs. 15.00 Lakh (Rs. Fifteen Lakhs Only)
2.9	EMD	Rs. 45000/- (To be paid online)
2.10	Performance Security Deposit	Rs. 45000/-
2.11	Cost of Tender Document	Rs. 500/-
2.12	Validity of Bid	120 days
2.13	Pre-bid meeting	Pre-bid meeting shall be held at conference hall of MP Bhawan on date 08/08/2024 at 3.00 p.m.
2.14	Contact person for clarification, if any	Sh. Sunil Kumar Awasthy Executive Engineer Ph. No. 011-26772119 Sh. Neeraj Lal, Assistant Engineer Ph. No. 011-26772120 Sh. Goverdhan Jaiswal, Sub Engineer Ph. No. 011-26772155
2.15	Email Address	sempbhawan@mp.gov.in

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## SECTION-3

GOVERNMENT OF MADHYA PRADESH  
MADHYA PRADESH BHAWAN, NEW DELHI  
PLOT NO. 29-C & 29-D, JESUS & MARY MARG  
CHANAKYAPURI, NEW DELHI - 110021

### 3.1 TECHNICAL BID

**Online Tender for Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) in M.P. Bhawan, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi and all establishment of Govt. of M.P. in Delhi & NCR.**

Technical Bid			Page No.
<b>Annexure- 3.1</b>	<b>Particular of Firm</b>		
3.1.A	Name of Firm		
3.1.B	Constitution of Firm		
3.1.C	Office Address		
3.1.D	Telephone/ Mobile Number		
3.1.E	Fax No.		
3.1.F	E-mail Address		
3.1.G	Alternative E-Mail Address		
<b>Annexure-3.2</b>	<b>Full Particulars of The Bankers Of Firm, With Full Address / Tel. No. (Attach Self Cancelled cheque )</b>		
3.2.A	Name of the Bank		
3.2.B	Bank Account Number		
3.2.C	IFSC Code		
3.2.D	Address of the Bank		
3.2.E	Telephone No.		
3.2.F	Fax No.		
3.2.G	E-mail address		
<b>Annexure-3.3</b>	<b>Registration Details of firm</b>		
3.3.A	PAN	Attach Photocopy	
3.3.B	GST Registration No.	Attach Photocopy	
<b>Annexure-3.4</b>	<b>Details of Earnest Money Deposit &amp; cost of Tender Fee</b>		
3.4.A	Tender document cost as mentioned in bid document	Rs. 500/-	
3.4.B	EMD amount as mentioned in bid document	Rs. 45,000/-	
3.4.C	Online payment receipt date	Attach photocopy	
<b>3.5</b>	Returns of Income Tax Department for last three financial years (FY 2020-21, 2021-22, 2022-23)	Attach Photocopy	
<b>3.6</b>	The average annual turnover should not be less than ₹ 15 lakhs in the any three financial years during last 5 years (FY 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) duly certified by Chartered Accountant	Attach Photocopy	

<b>Technical Bid</b>			<b>Page No.</b>
<b>3.7</b>	Whether Agency stands blacklisted by any of the Department /Organization (attach undertaking on the letter Head of the Firm duly signed and stamped) as on the date of tender	Attach undertaking as per section-4	
<b>3.8</b>	As per clause 6.1.4 Experience in the similar field for Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) Experience certificates for completed work/ ongoing work in Government Departments/ Public/ Pvt. Sector or any reputed organization	Attach Proof (Experience/ Completion Certificate)	
<b>3.9</b>	Any other relevant document.	Attach proof	

**Note: -All uploaded documents should be clear, legible, stamped and self-attested.**

This is to certify that I/We have carefully read the contents of the Tender Document and fully understood all the terms and conditions therein and undertake myself/ ourselves to abide by the same.

**Date .....**

**Place .....**

**Authorised Signature**

**Name .....**

**Seal .....**

**OFFICE OF THE RESIDENT COMMISSIONER  
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN  
PLOT No. 29 C-D, JESUS & MARY MARG  
CHANAKYAPURI, NEW DELHI – 110021**

**4.1 UNDERTAKING**

**Online tender for Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) in M.P. Bhawan, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi and all establishment of Govt. of M.P. in Delhi & NCR**

- 4.1.1 I/We ..... hereby tender for Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) in M.P. Bhawan, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi and all establishment of Govt. of M.P. in Delhi & NCR as per schedule attached to this tender form for one year, at M.P. Bhawan New Delhi - 110021.
- 4.1.2 I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract so far as applicable, or in default thereof to forfeit and pay to the Governor of Madhya Pradesh or his successor in office the sum of money mentioned in the said conditions.
- 4.1.3 The Earnest Money Deposit of **Rs. 45,000/- (Rupees Forty five Thousands Only)** is to be paid online forwarded as earnest money deposit as per the terms & Condition of contract.
- 4.1.4 I/We..... do not stand blacklisted by any of the Department/ Organization as on the date of tender.

Dated / /2024

**Signature of Contractor**

**5.1 BILL OF QUANTITIES (B.O.Q)**

**General Description of work: Online tender for Annual Repair (A/R), Special Repair (S/R) & Minor Original Work ( MoW) in M.P. Bhawan, Plot No. 29-C & 29-D, Jesus & Mary Marg, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi and all establishment of Govt. of M.P. in Delhi & NCR.**

**Probable Amount of Contract: -  
(Rs. In Figure) 15,00,000/-  
(Rs. In Words) Fifteen Lac Only**

**Items of Delhi Schedule of Rate (DSR-items/Non-Schedule Items)**

**5.1.1 Building DSR-2023 and its amendments issued up to date of N.I.T.**

**5.1.2 Electrical DSR-2022 and its amendments issued up to date of N.I.T.**

**5.1.3 Non -Schedule items (As per clause 5.2)**

The complete items of above two DSRs and Non-Schedule items (as per clause 5.2) will be applicable for execution during the period of contract for which job orders will be issued as and when required.

—

**Addl. Resident Commissioner  
M.P. Bhawan, New Delhi**



## 5.2 Non -Schedule items

S.No.	Description	Unit	Rate
5.2.1	Fixing rubber bidding ½" in aluminum window/ ventilator and aluminum door including aluminum taper/ square beading	Kg.	410
5.2.2	Fixing sun control film reflected Garware make RE70NEARL thickness 0.0010 inch, U value 1.06, Transmission Visible 66%, reflection - visible 9%, Transmission - Ultraviolet <5%	Sqm	1,677
5.2.3	Fixing sun control film frosted Garware make RE70NEARL thickness 0.0010 inch, U value 1.06, Transmission Visible 66%, reflection - visible 9%, Transmission - Ultraviolet <5%	sqm.	852
5.2.4	Fixing looking glass 6mm thick with bevelled edge including 4 nos 6 mm hole with 4 nos SS stud	sqm.	5,954
5.2.5	Providing and fixing venetian blind chick blind with all necessary fittings • Colour Coordinated cords & Pulley Set • Supporting aluminium top and bottom channels are also available	sqm.	1,072
5.2.6	Fixing awning cloth for Outdoor Sun & Rain Protection : Pigmented vinyl coated polyester, 16 oz per sq. yd. with mildew and UV inhibitors.	sqm.	3,424
5.2.7	Providing and fixing awning set complete with aloy aluminum frame with arms. Complete set	sqm	3,781
5.2.8	Fixing trap door with 18 mm thick block board of make Greenlam and equivalent with necessary fittings. complete work.	sqm	1,706
5.2.9	Fixing trap door with 12 mm thick ply of make Greenlam and equivalent with necessary fittings. complete work.	sqm	737
5.2.10	Laying 8mm thick clear glass with bevelled edge of approved Saint Gobind or equivalent make	sqm	1,402
5.2.11	Laying 10mm thick clear glass with beveled edge of approved Saint Gobind or equivalent make	sqm	1,667
5.2.12	Fixing 1200x 200 x 8mm wooden flooring of Pergo make including rubber foam, polythin and door profile etc. Complete	sqm.	2,766
5.2.13	Fixing one side teak wood cupboard 600 mm deep of 18mm thick block board including horizontal and vertical shelves with all necessary hardware fitting like Paint type hinges, handels, magnet catcher including inside the enamel paint and outside french sprit polish with lequer finished. Complete work.	sqm.	8,087
5.2.14	Fixing wooden cabinete 550 mm deep of 0.90 x 450x19mm thick block board including horizontal and vertical shelves with all necessary hardware fitting like Paint type hinges, handels, magnet catcher including inside the enamel paint and outside 0.63mm laminate of approved color Greenlam or equivalent. Complete work.	No.	6,092
5.2.15	Supply, installation, testing & commissioning of flexible canvas duct of following sizes duly supported at regular interval as per site requirement etc. complete as required as per specifications.	No.	5,000
5.2.16	Providing water supply services to M.P. Bhawan, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi		
5.2.16A	Water Tanker upto 5000 - 6000 Litre	each	2,000
5.2.16B	Water Tanker upto 10000 - 12000 Litre	each	3,600
5.2.16C	Water Tanker upto 14000 - 15000 Litre	each	4,600
5.2.16D	Water Tanker upto 30000 Litre	each	9,000

**Addl. Resident Commissioner  
M.P. Bhawan, New Delhi**

## **5.3 Specifications**

- 5.3.1 Specifications for Building-CPWD.**
- 5.3.2 Building DSR-2023 and its amendments issued upto date of N.I.T.**
- 5.3.3 Electrical DSR-2022 and its amendments issued upto date of N.I.T.**
- 5.3.4 General specification for Non-DSR Items**

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 Client shall form part of the technical specifications of this work.

**Addl. Resident Commissioner  
M.P. Bhawan, New Delhi**

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**INSTRUCTIONS TO BIDDERS**

**6.1 Eligibility Criteria**

The following shall be the minimum eligibility criteria for selection of bidders technically.

- 6.1.1 Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Proprietorship, Partnership & Limited Company or a Private Limited Company registered under the Companies Act, 1956. **Bidder in the form of JV/ Consortium, is not permitted.**
- 6.1.2 Registration: The Bidder should be registered with the Income Tax Department (PAN card) and GST Department.
- 6.1.3 Returns: The Bidder should also submit returns of Income Tax Department for last three years FY 2020-21, 2021-22, 2022-23).
- 6.1.4 Experience: The bidder should have at least three years experience during last five years in the similar field for Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) in Government Departments / reputed public/ private sector organizations or any reputed organization. Copy of work order supported with details of transaction of payment to be submitted.
- 6.1.5 The average annual turnover of the firm should not be less than Rs. 15 lakhs in the any three financial years during last 5 years (FY 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) duly certified by Chartered Accountant.

**6.2 Earnest Money Deposit**

- 6.2.1 The Tender should be accompanied by Earnest Money Deposit (EMD) of Rs. 45,000/- to be paid online. The Tender received without EMD shall be rejected summarily.
- 6.2.2 The EMD of successful Tenderer will be forfeited if he fails to deposit the Security Deposit amount within 15 (fifteen) days after the issue of Letter of Acceptance.
- 6.2.3 The EMD of unsuccessful Tenderer shall be released only after signing of the contract.
- 6.2.4 M.P. Bhawan reserve the right of forfeiture of the EMD in additions to other claims and penalties in the event of the bidder's failure to fulfill any contractual obligation or in the event of termination of contract as per terms and conditions of the contract.
- 6.2.5 If the successful Bidder does not pay the Performance Security Deposit in the prescribed time limit or fails to sign the Contract, the Earnest Money Deposit will be forfeited by the Competent Authority who may invite the next successful bidder (L-2) at L-1 rate.

### **6.3 Performance Security Deposit**

- 6.3.1 Performance security deposit shall be Rs. 45,000/- (Forty Five Thousand Only) in the form of irrevocable Bank Guarantee / DD of any nationalized / scheduled commercial bank drawn in favour of “Addl. Resident Commissioner, Madhya Pradesh Bhawan, New Delhi” payable at New Delhi for the period beyond three months of the contract period. The security/performance deposit shall be released only after successful completion of Contract period. The Performance Security deposits and the additional performance security shall be refunded on satisfactory completion of the work.
- 6.3.2 Prior to signing of the Contract the bidder to whom LoA has been issued shall have to furnish performance security deposit of the amount, in the form and for the duration as above. Performance Security deposit should be from nationalized / schedule commercial bank.
- 6.3.3 Additional performance security deposit, if applicable shall be in the form and for the duration, etc. similar to performance security deposit.
- 6.3.4 Additional Performance Security deposit shall be equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and 15% percent (below/minus), considering bid rates less than Fifteen percent below PAC, to be unworkable and shall require additional performance security (guarantee). Valid up to – Till stipulated time of completion plus three months.
- 6.4** No two or more concern in which an individual is interested as a proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
- 6.5** The Resident Commissioner, M.P. Bhawan, New Delhi shall be accepting officer here in after referred to as client for the purpose of this contract.
- 6.6** The client shall have the right of rejecting all or any of the tenders.
- 6.7** Conditional tender, Tender without cost of tender form & EMD will not be accepted.

### **6.8 Validity of Tenders**

Tenders shall remain valid and open for acceptance for a period of 120 days from the lastdate of submission of Tenders.

### **6.9 Bid Evaluation Criteria:- single stage two envelope systems**

- 6.9.1 Online Technical Bids shall be evaluated by a Tender Evaluating Committee based on the documents submitted online by the tenderer.
- 6.9.2 The Online Financial Bid of those bidders who are found eligible in Technical Bid shall be opened on 22/08/2024 in the presence of bidders who choose to be present.
- 6.9.3 M.P. Bhawan Authority reserves the right to seek confirmation / clarification on the supporting documents submitted by the tenderer.
- 6.9.4 In situation where two or more contractors/ bidders are at par with each other in respect of their rates after all the arithmetic and other checks are carried out, then the Rebate on the quoted amount from all the agencies whose rates are at par shall be invited, in sealed envelopes, which shall be opened in the presence of the agencies or their authorised person whosoever choose to remain present.

6.9.5 Rate shall be quoted in financial bid. The lowest quoted amount (L-1) shall be considered as successful bidder. If L-1 bidder fails to execute the contract within the stipulated time limit, then the E.M.D. of L-1 bidder will be confiscated and the competent authority reserves the right to award the contract to L-2 bidder on L-1 quoted rates.

## **6.10 TENURE OF TENDER**

The initial period of Contract will be for one year which can be extended for another one year from date of acceptance, subject to satisfactory services and mutual consent of both parties on same rates and terms & conditions.

## **6.11 VALIDITY OF TENDERS**

Tenders shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Tenders.

## **6.12 Pre-Bid Conference**

6.12.1 A Pre-Bid conference will be held in the Conference Room, M.P. Bhawan on 08/08/2024 at 03.00 PM to discuss various issues relating to the tender. Interested bidders may make it convenient to attend the same. No suggestion, queries and/or seek clarifications etc. will be entertained after the pre-bid conference.

6.12.2 Pursuant to the pre-bid meeting if the client deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT. All amendments shall form part of the Bid Document. The Client may, at its discretion, extend the last date for submission of bids. By publication of the same on the website website: [www.mptenders.gov.in](http://www.mptenders.gov.in), .

## **6.13 Site Visit And Examination Of Works**

The bidder is advised to visit and inspect the Site 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.

## **6.14 Governing Laws and Settlement Of Dispute**

6.14.1 The contractor shall be responsible for all rules/regulations of central and state Government.

6.14.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including terms may be resolved through joint discussion of the Authorized Representatives of the concerned parties. In this case the decision of competent authority shall be final & binding on parties.

6.14.3 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi..

**Addl. Resident Commissioner  
M.P. Bhawan, New Delhi**

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**7.1 DEFINITIONS**

- 7.1.1 Bill of Quantities: means the priced and completed Bill of Quantities forming part of the Bid.
- 7.1.2 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.
- 7.1.3 Defect: means any part of the work not completed in accordance with the specifications included in the contract.
- 7.1.4 Drawings: means drawing including calculations and other information provided or approved by the Engineer-in-Charge.
- 7.1.5 Client: means Resident Commissioner, Madhya Pradesh Bhawan, New Delhi
- 7.1.6 Stipulated period of completion: means the period in which the Contractor is required to complete the work.
- 7.1.7 Specification: means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 7.1.8 Variation: means any change in the work which is instructed or approved as variation under this contract.

**7.2 Subcontracting.**

Subcontracting shall not be permitted / allowed.

**7.3 Personnel**

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.

**7.4 Force Majeure**

Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, Pandemic or Epidemic, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

**7.5 Contractor's Risks**

- 7.5.1 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.

- 7.5.2 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.
- 7.5.3 No claim will be entertained if total value of work done during the contract period, is less than the probable amount of contract. However, the amount of contract may be, enhanced with mutual consent, if required.

## **7.6 Indemnification**

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. The contractor will ensure all the safety measures are taken & safety gears are given to its workers during the job as per Law.

## **7.7 Contractor to Construct the Works**

- 7.7.1 The Contractor shall construct, install and maintain the Works in accordance with the Specifications and drawings, if supplied by the engineer in charge.
- 7.7.2 In the case of any class of work for which there is no such specification such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- 7.7.3 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 fulfillment of this contract whether such means may or may not be approved or recommended by the Engineer.
- 7.7.4 Sub standard work, work not according to specification will not be accepted in any case.

## **7.8 Dispute Resolution System**

- 7.8.1 No dispute can be raised except before the Competent Authority 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.
- 7.8.2 No dispute can be raised after 30 days of its first occurrence. Any dispute raised after expiry of 30 days of its first occurrence shall not be entertained and the Client shall not be liable for claims arising out of such dispute.
- 7.8.3 The Competent Authority shall decide the matter within 45 days. The decision of Competent Authority shall be final.
- 7.8.4 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of dispute/disputes before any authority or forum.

## **7.9 Time Line for job orders and Penalties**

### **7.9.1 Time Line will be indicated with every Job work orders to be issued during the period of contract and Penalties regarding time line are as follows:-**

- 7.9.1.1 The Contractor shall submit to the MP Bhawan office monthly statements of the value of the work executed as per job order of various A/R,S/R and MoW works less the cumulative amount certified previously, supported with detailed measurement of the items of work executed within 07 days as per completion time period mentioned in job order.
- 7.9.1.2 The Engineer shall check and record the Contractor's monthly statement in Measurement Book and certify the amount to be paid to the Contractor, within 7 days from the date of submission of bill by the contractor.
- 7.9.1.3 The value of job work executed shall be determined, based on the measurements as recorded in Measurement Book approved by the Engineer/ Engineer-in-charge.
- 7.9.1.4 In case delay in execution of work as per job order and the bill of job order is not received in MP Bhawan office within 07 days from the date of completion as mentioned in job order, the Engineer shall proceed to finalize the Job order bill amount with following penalties:-
- (a) Penalty of 1% of the job order amount per week shall be deducted before making any payments to the contractor.
  - (b) Penalty Amount is limited to 10% of the job order amount.
- 7.9.1.5 If the contractor fails to complete the work as per job order, Balance work of the job order shall be executed by the M.P. Bhawan as per prevailing market rate. Amount of balance work plus 10% administrative charges shall be recovered from the contractor under clause 7.20
- 7.9.1.6 Not with standing the above, the Resident Commissioner may terminate the Contract for convenience by giving notice to the Contractor as per Clause 7.23

## **7.10 Extension of Time**

- 7.10.1 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 Additional Resident commissioner, MP Bhawan, New Delhi on account of which he desires such extension. Additional Resident commissioner, shall forward the aforesaid application to the Competent Authority as prescribed.
- 7.10.2 The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor.
- 7.10.3 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.

## **7.11 Compensation for delay**

- 7.11.1 The time allowed for carrying out the job work, as entered in the job order, shall be strictly observed by the Contractor.
- 7.11.2 The time allowed for execution of the job work shall commence from the date of issue of work order.



- 7.11.3 It is clarified that for various A/R,S/R, and MoW works during the contract period, separate Job orders will be issued indicating clearly the Completion period allowed For which the contractor is bound to adhere with.
- 7.11.4 In the event of Penalties and milestones are laid down in the Clause 7.9 for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 7.11.5 Failure of the Contractor to adhere to the timelines shall attract such liquidated damages or Penalties as is laid down in the Clause 7.9
- 7.11.6 In the event of delay in execution of the Works as per the timelines mentioned in Job orders. The Engineer-in-charge shall retain from the bills of the Contractor amount equal to the liquidated damages or Penalties leviable until the Contractor makes good such delays. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 7.11.7 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.
- 7.11.8 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.

## **7.12 Contractor's quoted percentage in financial bid (Section-8)**

The Contractor's quoted percentage rate shall be referred to in the "Bid for works".

- i. Only one rate of percentage above or below or at par based on the Bill of Quantities and Non-scheduled item wise rates given therein under section-5 shall be quoted.
- 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.
- iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive.
- iv. All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.
- v. In situation where two or more contractors/ bidders are at par with each other in respect of their rates after all the arithmetic and other checks are carried out, then the Rebate on the quoted amount from all the agencies whose rates are at par shall be invited, in sealed envelopes, which shall be opened in the presence of the agencies or their authorized person whosoever choose to remain present.

## **7.13 Tests**

The Contractor shall be responsible for :-

- a. Carrying out the tests prescribed in specifications, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

## **7.14 Correction of Defects noticed during the Contract Period**

- 7.14.1 The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Contract Period. The Contract Period shall automatically stand extended until the defect is rectified.
- 7.14.2 If the Contractor has not corrected a Defect pertaining to the contract 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 plus 10% administrative charges shall be recovered from the performance security deposit or any amount due or that may become due to the contractor and other available securities.

## **7.15 Cost Control, Variations –Change in original Specifications, Designs, and Drawings etc.**

- 7.15.1 The Engineer-in-charge with the approval of Addl. Resident Commissioner, 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
- 7.15.2 The time for the completion of the job work shall be allowed in the proportion that the altered, additional or substituted job work bears to the original job work and the certificate of the Client shall be conclusive as to such proportion.

## **7.16 Extra items**

All such items which are not included in Section - 5 shall be treated as extra items.

## **7.17 Payments for Variations and / or Extra Items or Quantities**

The rates for such additional (Extra quantity), altered or substituted job 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 included in the Delhi Schedule of item as per section-5.1 and is included in the Non-Schedule of items as per section-5.2, the rate shall be arrived at by applying the quoted tender percentage on Non-Schedule of items as per section-5.2
- c. If the rates for the altered or substituted job work are not provided in Section-5 such rates will be derived from the rates for a similar class (type) of work as is provided in the contract under Section-5 for the work.
- d. If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule

of Rates minus/plus the percentage quoted by the contractor.

- e. If rates for a particular part or parts of the item is not in the Schedule of Rates under Section-5 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 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 competent authority 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.

### **7.18 No compensation for alterations in or restriction of work to be carried out.**

- 7.18.1 If at any time after the commencement of the job work, Additional Resident Commissioner, MP Bhawan, New Delhi, for any reason whatsoever, not require the whole or any part of the work as specified in the job order to be carried out; the Additional Resident Commissioner shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the job work.
- 7.18.2 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.
- 7.18.3 The Additional Resident Commissioner may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

### **7.19 No Interest Payable**

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

### **7.20 Recovery from Contractors**

- 7.20.1 Whenever any claim against the Contractor for the payment arises under the contract, the client is entitled to recover such sum by:
  - (a) Appropriating, in part or whole of the Performance Security Deposit and Additional Performance Security Deposit, 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 **same/** any other contract of the **MP Bhawan** including the performance securities which become due for release.
  - (c) The department shall, further have an additional right to effect recoveries as arrears of the land revenue act.

## **7.21 Tax**

- 7.21.1 The rates quoted by the Contractor shall be deemed to be inclusive of the GST, commercial tax and other levies, duties, cases, toll, taxes of Central and State Governments, local bodies and authorities or any other taxes in any form levied by State or Central Govt. during the course of contract.
- 7.21.2 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.
- 7.21.3 Any changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

## **7.22 Check Measurements**

- 7.22.1 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.
- 7.22.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 7.22.3 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 contract period specified in this contract, shall be recoverable from the Contractor, as per clause 7.20 above.

## **7.23 Termination of Contract by Competent authority.**

- 7.23.1 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.
- 7.23.2 The Resident Commissioner 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 ( If Required).
  - g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
  - h. Any other fundamental breaches.

- 7.23.3 In any of these events or circumstances, the Resident Commissioner 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 7.23.2, the Resident Commissioner may terminate the Contract immediately.
- 7.23.4 Notwithstanding the above, the Resident Commissioner may terminate the Contract for convenience by giving notice to the Contractor

## **7.24 Payment upon Termination**

- 7.24.1 If the contract is terminated under clause 7.23, the Engineer shall issue a certificate for the value of the work done less Advance Payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed.
- 7.24.2 Payment on termination under clause 7.23 above-
- If the Contract is terminated under clause 7.23 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.
- 7.24.3 If the total amount due to the Client exceeds any payment due to the Contractor, the difference shall be recovered as per clause 7.20 above.

## **7.25 Retention Money**

The retention money in the form of performance security deposit shall be deducted from each running/final account bill shall be @ of 5% of bill amount. The retention money shall be refunded after successful completion of contract.

## **7.26 Payment Certificates**

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

- (a) The Contractor shall submit to the MP Bhawan office 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 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 7.28 of GCC.

## **7.27 Completion Certificate**

- 7.27.1 A Completion Certificate in the prescribed format as per annexure (D) shall be issued by the Engineer-in-Charge after physical completion of the Work.
- 7.27.2 After final payment to the Contractor, a Final Completion Certificate in the prescribed format as per annexure (E) shall be issued by the Engineer-in-Charge.

## **7.28 Final Account**

- 7.28.1 The Contractor shall supply the MP Bhawan office with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 07 days of issue of certificate of physical completion of works as per Annexure D. The Engineer-in-charge shall certify any payment that is due to the Contractor within 07 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 07 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, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.
- 7.28.2 In case the account is not received within 07 days of issue of Certificate of Completion the Engineer-in-Charge shall proceed to finalize the account and issue a payment certificate within next 07 days.
- 7.28.3 If the time of completion of job order is more than 30 days. The Contractor shall submit to MP Bhawan office running bill account statement along with measurements during the job order work.

## **7.29 Labour**

- 7.29.1 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.
- 7.29.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### **7.30 Compliance with Labour Regulations**

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. The Contractor shall keep the client indemnified in case any action is taken against the client 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 client is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/ client shall have the right to deduct from any money due to the Contractor including his amount of performance security. The Client/ 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 Client. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Client at any point of time.

### **7.31 Audit and Technical Examination**

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not to, have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause 7.20 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.

### **7.32 Death or Permanent Disability 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 7.24 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.

### **7.33 Jurisdiction**

This contract has been entered into the State of Delhi 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.

**Addl. Resident Commissioner,  
M.P. Bhawan, New Delhi**

**OFFICE OF THE RESIDENT COMMISSIONER  
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN  
PLOT No. 29 C-D, JESUS & MARY MARG  
CHANAKYAPURI, NEW DELHI – 110021**

**Financial Bid Through E-tendering Online Process**

S.No.	Particular	Rate	Percentage
1.	<ul style="list-style-type: none"><li>• Building DSR-2023 and its amendments issued up to date of N.I.T.</li><li>• Non -Schedule items (As per Section -5.2)</li><li>• Electrical DSR-2022 and its amendments issued up to date of N.I.T.</li></ul>	.....%	Above/ Below

**Signature of Bidder with Seal**



**LETTER OF ACCEPTANCE**

No. \_\_\_\_\_

Dated .....

To,

M/s..... \_

(Name and address of the contractor)

Subject: Annual Repair (A/R), Special Repair (S/R) & Minor original work (MoW) in M.P. Bhawan, Chanakyapuri, New Delhi & Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi and all establishment of Govt. of M.P. in Delhi & NCR

-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 percentage .....below/ above or at par the Bill of Quantities and item wise rates given therein.

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

- a. The performance security/ performance guarantee of Rs. ....(in figures) (Rupees.....in words only). The performance security shall be in the shape of irrevocable term deposit receipt or bank guarantee of any nationalized / schedule commercial bank valid up to three months after the completion of contract 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 rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact the Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours Faithfully

Addl. Resident Commissioner  
Madhya Pradesh Bhawan  
New Delhi

AGREEMENT FORM

AGREEMENT

This agreement, made on the .....day of .....between -----(name and address of Client) (hereinafter called " the Client) and .....(name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Client is desirous that the Contractor ----- (name and identification number of Contract) (hereinafter called "the Works") and the ,Client 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 Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Client 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
vi. Drawings (as issued Job wise)
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:

Signature of Contractor

Addl. Resident Commissioner

Witness.....

Witness.....

**PERFORMANCE SECURITY**

To,

**Additional Resident Commissioner,**  
Madhya Pradesh Bhawan,  
Plot No. 29-C & 29-D, Jesus & Mary Marg,  
Chanakyapuri, New Delhi - 110021

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 irrevocable Bank Guarantee by a nationalized / schedule commercial 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 completion of contract period.

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

a. 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.

### 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

**Executive Engineer,  
M.P. Bhawan**

**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)

Agreement amount Rs.....

Final Amount paid to contractor Rs.....

Incumbency of officers for the work

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

Date of issue .....

**Executive Engineer,  
M.P. Bhawan**