MADHYA PRADESH JAL NIGAM MARYADIT
BHOPAL

Tender Document
Form ‘B’

PREPARATION OF DETAILED PROJECT REPORT FOR KANDAILA GROUP WATER SUPPLY SCHEME FOR VILLAGES & TOWNS OF REWA DISTRICT OF MADHYA PRADESH INCLUDING SURVEY & INVESTIGATION, DESIGNING, DRAWING and PREPARATION OF ESTIMATES etc. COMPLETE.

NIT No. 10/D&M/MPJNM/2013-14 Dated 30.07.2013

CATEGORY-C

Name of Scheme

KANDAILA GROUP WATER SUPPLY SCHEME
BLOCK : GANGEO, DIST. REWA (M.P.)
(SCHEME : C-32)

Cost of tender document Rs. 2,000/- Only

MANAGING DIRECTOR
Madhya Pradesh Jal Nigam Maryadit
"D" Wing, II\textsuperscript{nd} Floor,
Vindhyachal Bhawan, Bhopal - 462004
Phone No. :- 0755-2579034-35-36
Website :-mpjalnigam.co.in
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NOTICE INVITING TENDER

NIT No-10 /D&M/MPJNM/2013-14; dated 30th July 2013

The Madhya Pradesh Jal Nigam Maryadit, Bhopal invites sealed Tenders on Form ‘B’ from empanelled Consultants under Category - ‘C’ and above for following work on 14.08.2013 up to 03.00 pm-

1. Name of work:- Preparation of Detailed Project Report for Kandaila Group Water Supply Scheme of villages and towns of Rewa district of Madhya Pradesh including Survey & investigation, designing, drawing and preparation of estimates etc. complete.

2. List of proposed Group Water Supply Schemes under Category-C:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>District</th>
<th>Name of Scheme</th>
<th>Source</th>
<th>No. of villages (tentative)</th>
<th>Probable Amount of Contract</th>
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<td>C-32</td>
<td>Rewa</td>
<td>Kandaila</td>
<td>Bihr River</td>
<td>20</td>
<td>Rs. 9.90 Lakhs</td>
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3. Earnest Money:- Rs. 25,000/- (Rs. Twenty Five thousand only)

4. Cost of Tender Form:- Rs. 2,000/-

5. Period of completion: - Three months including rainy season

Terms:-

1. Detailed NIT and proposed group water supply schemes can be seen in the office hours 10.30 a.m. to 5.30 p.m.

2. EMD of required amount to be submitted in form of FDR, drawn in favour of “Madhya Pradesh Jal Nigam Maryadit" payable at Bhopal, is mandatory, otherwise tender will not be entertained.

3. This notice is also available at website http://www.mpjalnigam.co.in

4. A complete set of tender documents can be downloaded from the website and the cost of tender document shall be deposited in the form of Demand Draft/Bankers cheque in favour of “Madhya Pradesh Jal Nigam Maryadit" payable at Bhopal.

5. Bids shall remain valid for a period of 120 Days (One Hundred twenty Days) from the date of opening of financial bid. The Employer can reject a bid valid for a shorter period.

6. Any bid not accompanied by acceptable Cost of tender document and Earnest money as indicated in NIT as above will be rejected by the Employer as non-responsive.
7. Due to unforeseen condition, if any scheduled date is declared holiday, then in that case action on bids will be taken on next working day at the same time and place.

8. M.P. Jal Nigam will not be responsible for any delay in receiving the Bid Documents.

9. Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders bid.

10. The Madhya Pradesh Jal Nigam Maryadit reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action.

Address for Communication:
Managing Director
Madhya Pradesh Jal Nigam Maryadit
"D" Wing, II\textsuperscript{nd} Floor,
Vindhyachal Bhawan, Bhopal - 462004
Phone No. :- 0755-2579034-35-36
Website :-mpjalnigam.co.in

(S. K. Mishra) I.A.S.
Managing Director
Madhya Pradesh Jal Nigam Maryadit
Bhopal
Important points for guidance of the consultants

1. The address for the submission of tender document shall be as given on previous page.

2. A complete set of tender documents can be downloaded from the website and the cost of tender document shall be deposited as mentioned above, in the form of Demand Draft/Bankers cheque in favour of “Madhya Pradesh Jal Nigam Maryadit” payable at Bhopal, at the time of submission of tender document. If the cost of tender document is not deposited, the tender document will not be entertained and returned to the consultants, unopened.

3. On receiving the cost of tender document, the envelope of Earnest money will be opened, and if EMD found as per the NIT conditions, then only the envelope of Financial Bid shall be opened. Tenders not accompanied by either Cost of Tender document or Earnest money shall be liable for rejection.

4. Selection Criteria - The selection criteria for the consultants shall be as follows, on the basis of the rates offered by them-

   If more than one consultant has offered same lowest rates, then these consultants will be asked to give their offer (lower than the previous offer) in sealed envelope on such a date as decided by the Authority and the work shall be awarded to the lowest bidder. But if in second trial, the rates are found same, and then this process will be continued until a clear-cut lowest offer is received.

5. The selected villages, towns and its numbers and the source are tentative; the consultants shall be responsible to prepare a sustainable and economical scheme, in such condition consultant is required to justify the changes with proper reasoning.

6. The consultant is required to submit the DPR as per the following schedule-
   i. Submission of draft DPR 2 months from the date of work order
   ii. Submission of Final DPR 1 month from the date of approval of draft DPR

7. The terms of payment shall be as follows-
   i. After approval of Draft DPR 50% of the fee payable, as derived from the offered rates on the basis of cost of draft DPR.
ii. After submission of Final DPR 40% of the fee payable, as derived from the offered rates on the basis of cost of Final DPR

iii. After approval of Final DPR Balance of the fee payable, as derived from the offered rates on the basis of cost of Final DPR

Note:-

i. The difference in the fee payable based on the costs of approved draft and final DPRs shall be adjusted with the cost of submitted DPR.

ii. The items having lump sum provisions and contingencies etc. considered in the DPR shall not be taken into account for the purpose of fee payable to Consultant.

8. Consultant must keep regular contact with PIU and submit weekly progress of work done. A technical person must attend the PIU office weekly to discuss issues/provisions being taken in the DPR.

9. Preliminary design of the structures should be done to work out the estimated cost of works. There is no need to give the detailed working designs and drawings of such structures. The estimates should not be merely based on per MLD basis or per Liter basis.

10. In “Annexure – F” estimated present population is given, but it will be the responsibility of the Consultant to collect the population of villages as per 2011 census.

11. If any town is falling in the route of the Group Water Supply Scheme, then the guidelines as per CPHEEO Manual on Water Supply and Treatment will be followed for the urban body, but internal water supply system of that town is not in the scope of this work, however, common components up to its bifurcation point should be designed for such cumulative capacity.

12. Land acquisition will be done after the approval of the scheme by MPJNM, but it will be the responsibility of the Consultant to identify the land required and its location and the respective cost of the land acquisition for various sites may be worked out as per Collector’s rate.

13. The latest SORs can be downloaded from the respective Web sites of the concerned department or may be purchased by the consultant at his cost, from the concerned agency/market, wherever it is available.

14. The service tax shall be payable extra and may be deducted at source as per applicable rules of Govt. of India.

15. All other deductions e.g. Income Tax, Security Deposit etc. as per rules and terms of NIT
shall be deducted from the running bills of the consultants.

16. Taxes and duties paid by the consultant for this work, for which consultant was not responsible on the day of submission of his financial bid, will be reimbursed on production of proof of deposit of such claim.

Managing Director
Madhya Pradesh Jal Nigam Maryadit
Bhopal
DETAILED NOTICE INVITING TENDERS
(in Form -B)

Office of the
Madhya Pradesh Jal Nigam Maryadit
Vindhyachal Bhawan, Bhopal

1. N.I.T form issued to ...............................................................
2. Tender invited from : Category "C" and above Consultants
3. Due date of tender  14.08.2013
4. Name of Work - PREPARATION OF DETAILED PROJECT REPORT FOR KANDAILA GROUP WATER SUPPLY SCHEME FOR VILLAGES & TOWNS OF REWA DISTRICT OF MADHYA PRADESH INCLUDING SURVEY & INVESTIGATION, DESIGNING, DRAWING and PREPARATION OF ESTIMATES etc. COMPLETE.
5. Amount of estimate - Rs. 9.90lakhs
6. Amount of contract - Rs. 9.90 lakhs
7. Amount of earnest money Rs. 25,000/-
8. Cost of tender Rs. 2,000/-
9. Time allowed for completion 3 Months excluding rainy season
10. Works to be done on schedule of rates issued by -Not Applicable -
11. Following materials will be supplied by the department: -

   No material will be supplied by department

11. The following clauses of this N.I.T. are not applicable for this work – as mentioned on respective page-

Dated...........................................

Signature of officer issuing N.I.T.
APPENDIX 2.10
(See Paragraph 2.079)

Office of the
Madhya Pradesh Jal Nigam Maryadit
Vindhyachal Bhawan, Bhopal-462004

DETAILED NOTICE INVITING TENDERS
(IN FORM – B)

Date of Receipt of Tender : 14.08.2013

1. INTRODUCTION
1.1 Sealed tenders are invited on behalf of the Madhya Pradesh Jal Nigam Maryadit, Bhopal for the following works in Form-B and will be received at the office of the Managing Director, Madhya Pradesh Jal Nigam Maryadit, Bhopal on 14.08.2013 up to 3.00 PM from empanelled Consultants under Category - 'C' and above

Name of Work - PREPARATION OF DETAILED PROJECT REPORT FOR KANDAILA GROUP WATER SUPPLY SCHEME FOR VILLAGES & TOWNS OF REWA DISTRICT OF MADHYA PRADESH INCLUDING SURVEY & INVESTIGATION, DESIGNING, DRAWING and PREPARATION OF ESTIMATES etc. COMPLETE.

1. Amount of Estimate : Rs. 9.90 lakhs
2. Probable amount of Contract : Rs. 9.90 lakhs
3. Amount of earnest money : Rs. 25,000/-
4. Time allowed for completion will be 3 months including rainy season from date of written order to commence the work.

1.2 The electrical work shall be executed through the contractors, who possess proper valid electric license from the chief Electrical Advisor to the Government. He should also attach a copy of the license.

1.3 Not more than one tender shall be submitted by a contractor or by a firm of contractors.

1.4 No two or more concerns in which an individual is interested as 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.

1.5 The Managing Director, Madhya Pradesh Jal Nigam Maryadit or the Engineer/Officer authorized by him shall be accepting offer hereinafter referred to as such for the purpose of this contract, on behalf of Madhya Pradesh Jal Nigam Maryadit.
1.6 Applications for issue of tender documents shall be submitted to Chief General Manager, Madhya Pradesh Jal Nigam Maryadit, Bhopal on behalf of Managing Director, M.P. Jal Nigam Maryadit, Bhopal so as to reach the office not later than 13.08.2013 up to 5:30 pm.

1.7 Tender documents consisting of plans specifications of quantities of the various classes of works to be done, the conditions of the contract and other necessary documents, together with addressed envelopes to be used for return of forms and other documents, will be open for inspection and issued for sale on payment of Rs.2,000/- on or before 13.08.2013 up to 05.30 pm (As per NIT).

1.8 The copies of other drawings and documents pertaining to the work signed for the purpose of identification by the accepting officer or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection by tenderers at the following office during working hours between the dates mentioned in clause-1.7 above.

2.0 RATES

2.1 The schedule of items: The schedule of main items of work to be executed is enclosed as Annexure (F).

2.2 Percentage rate tender in form "A".

2.2.1 In respect of percentage rate tenders, contractor should quote his separate rate for percentage rate above or below the following schedules of rate.

   (a) **Building Work** – The current schedule of rates issued by the ........ in-force from .......... and its amendments ............. issued up to the date of N.I.T.

   (b) **Electric Fittings** – The current schedule of rates issued by the ........ in-force with effect from .......... and its amendments issued up to date of N.I.T.

   (c) **Water Supply and Sanitary Fittings** – The current schedule for rates issued by the ........ in-force with effect from .......... and its amendments issued up to date of issue of N.I.T.

   (d) **Road Works** – The current schedule for rates issued by the ........ in-force with effect from .......... and its amendments issued up to date of issue of N.I.T.

2.2.2 (For Form – “A” only). The percentage of tender above/ below or at par with the relevant schedule rates inclusive of all amendments and correction slips issued up to the date of the notice inviting tenders should be expressed in the tender form itself both in words and figures in such a way that interpolation is not possible and all over writings should be neatly scored out and rewritten and the corrections duly attested prior to the submission of tender. Tenders not specifying percentage in words will summarily be rejected. Any amendments to the schedule of rates after the date of issue of this tender notice or the date of issue of any amendments to the N.I.T. specifically notifying the said amendment to the current schedule of rates, shall not apply to this tender.
2.2.3 The percentage tendered by the contractor will apply to those rates which find place in the current schedule of rates mentioned in clause-2.2.1 or have been derived from the said current schedule of rates and not to other items of work.

2.2.4 The percentage quoted by the contractor shall not be altered by the contractor during the terms of contract. The deduction or addition, as the case may be, of percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

2.3 Items rate tender in form "B"

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

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

2.4 Lead and Lift of water - No lead and lift for carting of water will be paid.

2.5 Lead and Lift of materials - No lead and lift for carting of materials shall be payable to the contractor except in case of such items for which specific lead and lift are provided in the current schedule of rates mentioned in clause-2.2.1 of the NIT or in the schedule of items in respect of item rate tenders.

2.6 Non-Schedule Items of Works - During the execution of the work there is likelihood of such items of work, which do not find place in the current schedule of rates, referred to above in respect to percentage rate contracts or such items which are given in the schedule of items in respect of item rate contracts, for which contractor has not quoted his rates. Contractor will have to carry out these items of work.

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

3.0 SUBMISSION OF TENDER

3.1 Earnest Money: No tender will be received without deposit of earnest money of Rs. 25,000/- which will be returned to the unsuccessful tenderers on rejection of their, tender or earlier as may be, decided by the competent authority and on production of a certificate of Engineer-in-Charge, that all tender documents have been returned, and will be retained from the successful tenderers as part of the security deposit.
3.2 **Form of Earnest Money:**

3.2.1 Where the amount of Earnest Money is more than Rs. 500/- the same shall be accepted only in the shape of FDR in favour of Madhya Pradesh Jal Nigam Maryadit, Bhopal.

3.2.2 The intending tenderers from other state may remit E.M. in the form of the FDR of any schedule bank to the Managing Director, Madhya Pradesh Jal Nigam Maryadit, Bhopal.

3.3 **Earnest Money in separate cover:** The Earnest Money in one of the prescribed form should be kept in the Envelope 'A' in the outer covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer.

3.4 **Adjustment of Earnest Money:** Earnest Money which has been deposited for a particular work, will not, ordinarily be adjusted towards the earnest money for another work, but if the tender of contractor for a work in the Madhya Pradesh Jal Nigam Maryadit has been rejected and the earnest money has not been refunded to him due to any reason, it may be so adjusted by the Managing Director or by the Engineer authorized by him.

3.5 **Security Deposit :**

(a) The Security Deposit shall be recovered from the running bills @ 5 percent as per clause 1 of the agreement.

(b) The amount of the E.M. shall not be adjusted when value of work done reaches the limit of the amount of contract or exceeds the probable amount of the contract.

3.6 **Implication of submission of Tender:** Tenderers are advised to visit sites sufficiently in advance of date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of the relevant documents samples, site, etc., whether he inspects them or not.

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

3.8 **Income Tax Clearance Certificate** – A tenderer purchasing tender documents for the works exceeding Rs. 2.00 lakh shall submit either an Income Tax Clearance Certificate in form printed as Annexure-D or a Certificate from the Income Tax Authority that the assessment is under consideration. No tender documents can be issued / sold to him unless such certificate is submitted.
3.9 **List of works in progress:** Tenders must be accompanied by a list of Contracts already held by the tenderer at the time of submitting the tender, in the Department and elsewhere showing there in:

(i) The amount of each contract,
(ii) Balance of work remaining to be done and
(iii) The amount of solvency certificate produced by him at the time of enrolment in the Department.

3.10 **Relationship:** The contractor shall not be permitted to tender for works in the PIU (responsible for Execution of contracts) in which his near relative is posted as Divisional Accountant. He shall, intimate the names of his near relative working in M.P.P.H.E.D. Secretariat and M.P.P.H.E.D. Division. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any Gazetted officer in the P.H.E.D. Secretariat. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the M.P. P.H.E. Department.

**Note:** By the term near relative is meant, wife, husband, parent and son, grandson, brothers, sisters, brother in-laws, father in-law and mother in law.

3.11 The tender for the works shall be witnessed by a contractor. Failure to observe this condition shall render the tender of the contractor liable to rejection.

### 4.0 OPENING AND ACCEPTANCE OF TENDER

4.1 **Place and Time of Opening:** The tenders shall be opened at time and place stated in Para - 1 by the Managing Director, Madhya Pradesh Jal Nigam Maryadit, Bhopal in the presence of the tenderers or their duly authorized agent who may choose to attend. The Managing Director under unavoidable circumstances may depute another officer in his absence to receive and open tenders on his behalf.

4.2 **Powers of Managing Director, Madhya Pradesh Jal Nigam Maryadit, Bhopal:** Madhya Pradesh Jal Nigam Maryadit, Bhopal, does not bind himself to accept or recommend for the acceptance the lowest or any tender or to give any reasons for his decision.

4.3 **Conditional Tender:** Conditional tenders are liable to be rejected.

4.4 **Canvassing:** Canvassing for support in any form for the acceptance of any tender is strictly prohibited any tenderer doing so will tender himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section 8 of the M.P. Vinirdistha Bhrasta Acharan Nivaran Adhiniyam 1982.

4.5 **Unsealed Tender:** The tenders shall be rejected, if not properly sealed.

4.6 **Authority of Madhya Pradesh Jal Nigam Maryadit, Bhopal:** The Authority competent to accept a tender, reserve the right of accepting the tender for the whole works or for a district part of it or by distributing the work between one or more tenders.
4.7 **Validity of Offer**: Tender shall remain valid up to 120 days from the date of receipt of Tender and in the event of the tenderer withdrawing the offer before the aforesaid date, for any reason whatsoever, earnest money deposited with tender shall be forfeited by the Managing Director, Madhya Pradesh Jal Nigam Maryadit, Bhopal.

**5.0 SPECIFICATION**

5.1 **Brief Specification**: A brief note on construction and specifications of the work is enclosed as Annexure-E.

5.2 **Material of Construction**: The materials of construction to be used in the work shall be Governed by the provision of part-V of the National Building Code of India, 1970 and the relevant Indian Standard specification with amendments and revisions issued up to the date of tender notice.

5.3 **Workman-Ship**: The work shall be carried out in accordance to the specification referred to hereinafter and according to sound engineering practice. The decision of the General Manager, in respect of workmanship will be final.

5.4 **Specification for Building Works**: (Including water supply and sanitary fittings).

5.4.1 The contractor shall execute the work strictly in conformity with the standards and procedure Laid down in the National Building Code of India 1970 and as per Central P.W.D. specification or specifications in force or special specification whenever enclosed separately, and in accordance with the approved drawings.

5.4.2 **Concrete**: All concrete shall be mixed in concrete mixers and compacted by mechanical vibrators slump test shall be carried out during concreting and sample test cubes prepared and tested in due course. The testing will be carried out by the contractor at his own cost.

The results of tests shall conform with required standards, if the Engineer-in-Charge considers that a structural test is necessary, the same shall be carried out by the contractor at his own expense and should if the result be unsatisfactory the contractor will be bound to reconstruct the particular, portion of work which has given unsatisfactory test results.

5.4.3 **Bricks**: The contractor should use bricks manufactured on the metric measures as far as possible.

5.4.4 All timber used in the wood work for all new works as must be properly seasoned in case of important building mechanical seasoning should be done in good seasoning plant. In case the contractor does not procure good seasoned wood he may be asked to get it seasoned in plant at his own expense but no certificate is required where no additional rate is paid.

5.4.5 **DELETED**.
5.5 Specification of Electrical Works

5.5.1 The work will be carried out as per the approved drawing and as directed by the Engineer-in-charge. The work will be governed by “General Specifications” for the Electrical Works in Government buildings in Madhya Pradesh in force from 1972.

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

5.5.3 The period of testing and refund of deposit will be 6 months after completion of work.

5.5.4 In case of supply of ceiling fan, table fan, exhaust fan, fan, tube light fixtures will be made by the ISI or as mentioned in the C.S.R. As such labour rates only as per C.S.R. will be paid for fitting such items in position as per C.S.R.

5.5.5 The contractor should submit wiring diagram on tracing cloth showing the point position of switch length of point, position of A.B. and main switch circuit No. in which points fall at the time of final bill. Otherwise deduction of ½ percent (Half percent) will be made from the bill.

5.6 Specification for Works

(Excluding bridges and culverts)

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

5.7 Contradictions or Amendments: In the event of contradictions between the stipulations of the schedule of rates (vide part of this N.I.T.) and aforesaid specification (vide part of this N.I.T.). The stipulations of the schedule of rates shall gain precedence. In the event to contradiction, if any between different specifications and or code of practice referred to above, the decision of the Managing Director, M.P. Jal Nigam Maryadit, Bhopal shall be final subject of appeal in case of dispute before the Board within one months of Managing Director's decision.

6.0 SUPPLY OF MATERIALS: DELETED.

6.1 (a) DELETED.

6.1.1 DELETED.

6.2 DELETED.

6.3 DELETED.

6.4 DELETED.

6.5 Delay in Supply: DELETED.
7.0 MISCELLANEOUS CONDITIONS:

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

7.2 Taxes : All dues regarding taxes including the sales tax other duties etc. levied in the contractors work by the Government and local bodies or private individuals will be payable by the contractor. The General Manager on behalf of Managing Director, Madhya Pradesh Jal Nigam Maryadit, Bhopal will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.

7.3 Deleted.

7.4 Rules of Labour Camps : The contractor will be bound to follow the Madhya Pradesh Model Rule relating to layout, water supply and sanitation on labour camps (vide Annexure-A) and the provisions of the national Building Code of India, in regard to constructions and safety.

7.5 Fair wages : The contractor shall pay not less than fair wages to labourers engaged by him on the works (rules enclosed vide Annexure-B).

7.6 Works in the Vicinity : The General Manager reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.

7.7 Best quality of construction materials : Materials of the best quality will be used as approved by the General Manager. [Deleted]

7.8 Removal of undesired persons : The contractor shall on receipt of the requisition from the Engineer-in-charge at once remove any person employed by him on the work who, if in the opinion of the General Manager is unsuitable or undesirable.

7.9 Amount due from Contractor : Any amount due to Madhya Pradesh Jal Nigam Maryadit, Bhopal from the contractor on any account concerning work may be recovered from him as arrear of land revenue.

7.10 Tools and Plants : The contractor shall arrange at his own cost tools and plant required for the proper execution of the work.

7.11 Right to increase or decrease work : The Competent Authority reserves the right to increase or decrease work.

The competent authority reserves the right to increase or decrease any item of the work during the execution of the contract and the contractor will be bound to comply with the order of the competent authority without any claim for compensation.

7.12 Time Schedule : The work shall be done by the contractor according to the time schedule fixed by the competent authority.
7.13 **Time of Contract**: Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the contractor and shall be reckoned from the date of work order to commence the work.

7.14 **Payment by Cheques**: The payment will be made by cheques or by e-payment only. No Bank commission charges on realizing such payments will be borne by the Nigam.

7.15 **Transport of Material**: The contractor shall make his own arrangement for transport of all materials. The Nigam is not bound to arrange for priority in getting wagon or any other materials though all possible assistance by way of recommendation will be given if it is found necessary in the operation by the Engineer-in-Charge if it proves to be ineffective the contractor shall have no claim for any compensation on that account.

8.0 **SPECIAL CONDITIONS:**

8.1 **Agreement:**

8.1.1 **Execution of Agreement**: The tenderer whose tender has been accepted herein after referred to as the contractor, shall produce appropriate solvency certificate, if so required by the Managing Director or Officer Authorized by him and will execute the agreement in the prescribed form within a fortnight of the date of communication of the acceptance of his tender by competent authority. Failure to do so will result in the earnest money being forfeited to Corporation and tender being cancelled.

8.1.2 (a) The contractor shall employ the following Technical staff during the Execution of work:

(i) One Graduate Engineer when the work to be executed is more than Rs. 5 Lakhs.

(ii) One Diploma Holder, Sub-Engineer when the cost of work to be executed is from Rs. 2 Lakhs or more but not more than Rs. 5 Lakhs.

(b) The Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions.

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

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

(e) The contractor should give certificate to the effect that the Engineer/Diploma Holder Sub-Engineer is exclusively in his employment.
Provided that:

(i) A Graduate Engineer or Sub-Engineer may look after more than one work in the same locality but the total value of such work under him should not exceed Rs. 25 Lakhs in the case of an Engineer and Rs. 5 Lakhs in the case of Sub-Engineer.

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

(iii) The Retired Sub-engineer who is holding a Diploma may be treated at par with a Graduate for the operation of the above clause.

In case the contractor fails to employ the Technical staff as aforesaid he shall be liable to pay the Managing Director, Madhya Pradesh Jal Nigam Maryadit Bhopal sum of Rs. 5000/- (Five thousand only) for each month of default in the case of graduate engineer and Rs. 3000/- (Three Thousand only) for each month of default in the case if Diploma Holder Sub-Engineer.

8.2 **Conditions applicable for contract:** All the conditions of tender notice will be binding on the contractors in addition to the conditions of the contract in the prescribed form:

Following document annexed with this N.I.T. shall form a part of the contract.

Annexure "A" Model Rules relating to labour water supply etc.
Annexure "B" Contractor's labour regulations.
Annexure "C" Statement showing the lead of materials.
Annexure "D" Form of Income Tax Clearance Certificate.
Annexure-“E” Detailed technical specifications.
Annexure-“F” Salient Features of scheme and List of Villages.

Managing Director
M.P. Jal Nigam Maryadit
Bhopal
APPENDIX 2.14

MADHYA PRADESH JAL NIGAM MARYADIT, BHOPAL

DETAILED NOTICE INVITING TENDERS

(IN FORM - B)

Issued to Shri/Mr. ............................................................................................................

1. Name of work :- PREPARATION OF DETAILED PROJECT REPORT FOR KANDAILA GROUP WATER SUPPLY SCHEME FOR VILLAGES & TOWNS OF REWA DISTRICT OF MADHYA PRADESH INCLUDING SURVEY & INVESTIGATION, DESIGNING, DRAWING and PREPARATION OF ESTIMATES etc. COMPLETE.

Amount of Contract –Rs 9.90 lakhs

Amount of E.M. - Rs. 25,000/-

Cost of Tender Form: Rs. 2,000/- Vide M.R. No. & Date ....................... .

Time allowed for completion 3Calendar Month including rainy season

Date of Opening Tender -14.08.2013
Office of the  
Madhya Pradesh Jal Nigam Maryadit  
Vindhyachal Bhawan, Bhopal-462004

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rules and Direction for the Guidance Contractors

The agreement of work will be signed between Managing Director, Madhya Pradesh Jal Nigam Maryadit, Bhopal or his authorized representative. Authorized representative may be Chief General Manager/General Manager.

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Managing Director /Chief General Manager.

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. It will also state whether refund of quarry fees. Royalty, octrail, duties and ground rents will be granted. Copies of the specifications, drawing and schedule of quantities and rates of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identification by the Managing Director /Chief General Manager shall also be open for inspection by the contractor at the office of the Managing Director /Chief General Manager during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must signed on his behalf by a person holding a power attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian partnership Act.

3. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each items of work. Tender which propose any alteration in the work specified, in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection no single tender shall include more than one work, but contractors, who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.

4. The Managing Director /Chief General Manager or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected, and whose earnest money is refunded on the day the tenders are opened.
5. The Officer competent to dispose of the tenders shall have the right rejecting all or any of the tenders.

6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Managing Director and the contractor shall be responsible for seeing that he procures a receipt signed by the Managing Director/Chief General Manager or any other person duly authorized by him.

7. The memorandum of work tendered for the schedule of materials to be supplied by the Madhya Pradesh Jal Nigam Maryadit and their issue rates shall be filled in and completed in the office of the Managing Director/Chief General Manager before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

**TENDER FOR WORKS**

I/We hereby tender for the execution for the Governor of Madhya Pradesh of the Works specified by in the underwritten memorandum within the time specified in such memorandum at the rate specified therein and in accordance in all respect with specifications, designs, drawings, and instructions in writing referred to in rule 1 hereof and in clause 12 of the annexed conditions, and with such materials as are provided for by an in all other respect in accordance with such conditions so for applicable.

**MEMORANDUM**

(a) General description - Preparation of Group Water Supply Scheme
(b) Estimated cost Rs. 9.90 lakhs
(c) Earnest Money Rs. 25,000/-
(d) Security Deposit (including earnest money) 5%
(e) Percentage if any to be deducted from bills - Taxes etc as per rules
(f) Time allowed for the work from the date of written order 3 months including rainy season

<table>
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<tr>
<th>S.No.</th>
<th>Name of Scheme</th>
<th>Approximate Estimated cost (Rs. in Lakh)</th>
<th>Tendered Rate in percent of cost of DPR in Figures</th>
<th>Tendered Rate in percent of cost of DPR in Words</th>
</tr>
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<tbody>
<tr>
<td>C-33</td>
<td>Kandaila</td>
<td>Rs. 9.90</td>
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Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in the default thereof to forfeit and pay to the Madhya Pradesh Jal Nigam Maryadit or his successors in officer the sums of money mentioned in the said conditions.
The sum of Rs. 1 (..............................) is here with, forwarded in currency notes as earnest money (a) 2 the full value of which is to be absolutely forfeited to the Managing Director, Madhya Pradesh Jal Nigam Maryadit or his successors in office, should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said condition of contract, otherwise the sum of Rs. ...................... shall be retained by the Madhya Pradesh Jal Nigam as of account such security deposit as foresaid, or full value of which shall be retained by the Madhya Pradesh Jal Nigam on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of contractor
before submission of Tender

Name and Address ...................................................................
...................................................................

4. Witness ...........................................................................
Occupation ...........................................................................
Address ..............................................................................

The above tender is hereby accepted by me on behalf of the Madhya Pradesh Jal Nigam Maryadit.
Dated the ...................... day of ...................... 2013

Signature of Officer by whom accepted
CONDITIONS OF CONTRACT

Security Deposit

Clause 1: The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the contract include his heirs, executors, administrators, representatives and assigns) shall permit Madhya Pradesh Jal Nigam Maryadit at the time of making any payment to him of work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to FIVE percent of all moneys so payable, such deductions, be held by Madhya Pradesh Jal Nigam Maryadit by way of security deposit, provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated above, then and in such case if the sum so deposited shall not amount to 5 percent of the total estimated cost of the work, it shall be lawful for Madhya Pradesh Jal Nigam Maryadit at the time of making any payment to the contractor for work done under the contract to make up the full percentage of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Madhya Pradesh Jal Nigam Maryadit under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due or may come due to the contractor by Madhya Pradesh Jal Nigam Maryadit on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid. The contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

The security deposit would also be converted in the shape of Bank Guarantee in recognized form with prior approval of the authority sanctioning the contract.

Compensation for Delay

Clause 2: The time allowed for the carrying out the work, as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceed with all due diligence (time being deemed to be of the essence of the contract on the part of contractor) and the contractor shall pay as compensation an amount equal to one recent or such smaller amount as the engineer may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommented, or unfinished after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month, to completion one fourth of the whole of work before one fourth of the whole time allowed under the contract has elapsed one half of the work, before one half of such time has elapsed and three comply with this condition he shall be liable to pay compensation an amount equal to one percent or such small amount as the Managing Director/Chief General Manager may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation be paid under the provisions of the clause shall not exceed eight percent on the estimated cost of the work as shown in the tender.
**Action when the contractors become liable for levy Penalty**

**Clause 3**: In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of security deposit (whether paid in one sum or deducted by installments) or committed a breach of any terms contained in clause 24 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause Managing Director on behalf of the Madhya Pradesh Jal Nigam Maryadit shall have power to adopt any one of the following courses, as he may deem best suited to the interest of the Madhya Pradesh Jal Nigam Maryadit.

(a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Managing Director shall be conclusive) and in which cash the security deposit of the contractor shall stand forfeited and be absolutely at the deposit of Madhya Pradesh Jal Nigam Maryadit.

(b) The employ labour paid in P.W.D./W.R.D./PHED. Department or by employing departmental machinery and to supply materials to carry out work or part of the work debiting the contractor with the cost of the labour or hire charge of departmental machinery and price of materials (of the amount of which cost and price a certificate of the Managing Director shall be final and conclusive against the contractor) and credit in with the value of the work done, in all respects in the same manner and the same rates as been carried out by the contractor under the terms of this contract, or the cost of the labour and the price of the materials as certified by the Chief General Manager / General Manager whichever is less. The certificate of the Chief General Manager / General Manager as to the value of work done shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work is carried out at lower rates than the rates quoted by the contractor. Saving if any will go to the Madhya Pradesh Jal Nigam Maryadit.

(c) To measure up the work of the contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the time which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess certificate in writing of the Chief General Manager / General Manager shall be final and conclusive) shall borne and paid by the original contractor and may be deducted from any money due to him by Madhya Pradesh Jal Nigam Maryadit under the contract or otherwise or from his security deposit or the proceeds of the sale of a sufficient part thereof if the work is carried out at lower rates the contractor shall not be entitled for any refund, on the account saving, if any which shall go to the Madhya Pradesh Jal Nigam Maryadit.

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

**Contractor remains liable to pay compensation if action not taken clause 3**

Clause 4 : In any case in which any of the powers conferred upon the Managing Director / Chief General Manager by clause 3 hereof shall have become exercisable and the same shall not constitute a waiver of any of conditions hereof and such power shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause of clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of Managing Director / Chief General Manager putting in force either of the power under clause (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials, and stores in or upon the work or the site thereof, or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable; at current market rates, to be certified by the Chief General Manager/General Manager, whose certificate thereof shall be final otherwise he may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Clause 5 : Extension of time : If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the General Manager within thirty days of the date of the hindrance on account of which he desires such extension as aforesaid, and the General Manager shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension for a period not exceeding one month any further extension of time shall be subjected to the previous sanction of the Managing Director / Chief General Manager.

**Final Certificate**

Clause 6 : On completion of the work the contractor shall be furnished with a certificate by the General Manager (hereinafter called the Engineer in charge) of such completion but no such certificate shall be given, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and cleaned of the dirt from all wood work, doors, windows, walls, floors or other part of any building or structure in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Engineer-in-charge / General Manager whose measurements shall be binding and conclusive against the contractor if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
Payment of Intermediate Certificate to be Regarded as Advances

Clause 7: No payment shall ordinarily be made for work estimated to cost less than Rs. 1,000 (Rs. One thousand) till after the whole of the works shall have been completed and a certificate of completion given but if intermediate payment during the course of the execution of works is considered desirable in the interest of works the contractor may be paid at the discretion of the Engineer-in-charge. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bills therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work, to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in, any respect or the accruing of any claim, nor shall it conclude determine, or effect in any way the powers of the Engineer-in-Charge under these conditions or any them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-Charge certificate of the measurement and of the total amount payable for the work, accordingly shall be final and binding on all parties.

Bill to be Submitted Monthly

Clause 8: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month and the Engineer-in-Charge shall take or cause, to be taken the requisite measurement for the purpose of having the same verified and the claim, as for as admissible, adjusted if possible before expiry of ten day from the presentation of the bill, if the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list, will be sufficient warrant and the Engineer-in-Charge may prepared a bill from such list which shall be binding on the contractor in all respects.

Bill to be in Printed Forms

Clause 9: The contractor shall submit all bills on printed form to be had on application at the office of the Engineer-in-Charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Receipt to be signed by Partners or Persons having Authority to do so

Clause 10: Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for firm.
Stores Supplied by Government

Clause 11: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the manner or effect of this contract specified in the schedule of memorandum hereto annexed) the contractor shall be supplied with such materials and stores as required for time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit or the proceeds of sale thereof, if the same is held in Government securities the same or sufficient portion thereof being in this case sold for purpose.

All materials supplied to the contractor shall remain the absolute property of the Jal Nigam and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and imperfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such material so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Works to be Executed in Accordance with Specifications, Drawings Orders etc.

Clause 12: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the contractor shall be entitled to have access at such office or the site of the work for the purpose of inspection of during office hours and the contractor shall if he so requires by entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings instruction as aforesaid.

Alteration in Specification and Designs

Clause 13: The Engineer-in-Charge shall have power to make any alterations in omissions from additions to or substitutions for the original specifications, drawing, designs and instructions that may appear to him to be necessary of advisable during the progress of the work and the contractor shall be bound to carry out work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alteration commissions 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 agreed to do the main work and at the same rates as per specified in the tender for the main work.
Extension of Time in Consequence of Alterations

The time for the completion of the work shall be extended in the proportion that the altered, additional of substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion.

Rates for works not in estimate of schedule of rate to the district

All if the altered additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district which was in force at the time of acceptance of the contract, and if such class of work is not entered in the said schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out as he may consider advisable provided always that if contractor shall commence work or incur any expenditure in regard there to before the rates have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge in the event of a dispute the decision of the Managing Director of the Madhya Pradesh Jal Nigam Maryadit shall be final.

No Claim to Any Payment or Compensation for Alteration in or Restriction of Work

Clause 14: If at any time after execution of the contract documents the Engineer-in-Charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally, or partially, as the case may be, in any such case, except as provided hereunder the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss if any. That he may be put to in respect of materials agreed to be purchased by him the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final if the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause the contractor shall, on application be.
entitled to such compensation on account of labour charges as the Engineer-in-Charge. Whose decision shall be final may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges. If in the opinion of the Engineer-in-Charge the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

This Limit for Unforeseen Claims

Clause 15: Under no circumstance whatsoever shall be contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim occurring.

Action and Compensation Payable in Case of Bad Work

Clause 16: If at any time before the security is refunded to the contractor it shall appear to the Engineer-in-Charge or his subordinate in charge or work that any work has been executed with unsound imperfect, or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to the contractor for or are otherwise not in accordance with the contractor it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed certified and paid for the contractor shall be bound forthwith to rectify remove and reconstruct the works so specified in whole or in part as the case may required or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the case of any such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace the materials articles complained of as the case may be at the risk and expense in all respects of the contractor should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix thereof.

Contractor liable for damage done and for imperfections for three months after Certificate

Clause 17: If the contractor or his work people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road curbs fences enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass-land or cultivated ground contiguous, the premises on which the work or any part of it is being executed or if any damage shall happen to the months (six months in the case of the road work) after a certificate final or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid the contractor shall make the same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other work-men and deduct, the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then due or any time thereafter may become, due to the contractor or from his security deposit of the proceeds of sale thereof or of a sufficient portion thereof.
The contractor hereby also covenants that the shall be his responsibility to see that the buildings constructed under this contract do not leak during the period of two consecutive rainy seasons after its (their completion) and if any defects are pointed out to him by the Engineer-in-Charge during the said periods the same shall be removed by him at his own expenses or in default the Engineer-in-Charge may get them removed and deduct the expenses there of from any sum that may be due or may become due to the contractor or from the security deposit or the contractor or an amount equal to 20% cost of the roof shall not withstanding anything contained in this clause be retained if the roofs are tested during two consecutive rainy seasons as aforesaid and the defects are fully removed if any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrear of land revenue/cash security. The security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion certificate provided that the recoveries outstanding against him or realized 25% of the amount shall be refunded on maintance period being over even if the final bill is not passed balance 25% shall be refunded after the final bill is passed.

Works to be open for inspection and Contractor or Responsible Agent to be present

Clause 18: All works under or in course of execution in pursuance of the contract shall at all time open to the inspection and supervision of the Engineer-in-Charge and his subordinates and they shall at all times during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing percent for that purpose. Orders given to the contractors agent shall be considered to have the same force as if they had been, given to the contractor himself.

Notice to be given before works is Covered Up

Clause 19: The contractor shall given not less than five day notice in writing to the Engineer-in-Charge or his subordinate in-Charge of the works before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate in-Charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractors expenses or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor to Supply Plant Ladders, Scaffolding Etc.

Clause 20: The contractor shall supply at his own cost materials (except such/special materials if any as may in accordance with the contract be supplied from the Engineer-in-Charge's Stores) plant, tools, appliances, implements, ladders, scaffoldings and temporary works, requisite of the proper execution of the work, whether original altered or substitute, and whether including in the specification or other documents forming part of the contract, referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with goods and materials therefore to and from the work. The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time and from
time to time of the work, or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from the money due to the contractor under the contract, under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

**Compensation under Section 12 Sub-Section (1) of the workman's Compensation Act, 1923**

**Clause 21**: In every case in which by virtue of the provisions of section 12, Subsection (1) of the workman's compensation Act, 1923 Madhya Pradesh Jal Nigam Maryadit on behalf of Government is obliged to pay compensation to a workman employed by the contractor in execution of the works. Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under section (1) subsection (2) of the said Act, Madhya Pradesh Jal Nigam Maryadit on behalf of Government shall be at liberty to recover the amount or any sum due by Government to the contractor whether under this contract or otherwise Madhya Pradesh Jal Nigam Maryadit may not be bound to contest any claim made against them under section 12 subsection (1) of the said Act except on the written requisite of the contractor and upon his giving to Government full security for all cases for which Government might become liable in consequence contesting such claim.

**Clause 22**: No female labour shall be employed within the limits of a cantonment.

**Labour**

**Labourers below the Age of Twelve Years**

**Clause 23**: No labourer below the age of eighteen years shall be employed on the work.

**Fair Wages**

**Clause 24**: The contractor shall pay not less than fair wage to labours engaged by him on the work:

**Explanation**

(a) "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the work Department for the division in which the work is done.

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

(c) In respect of labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the labour Act in-force.
(d) The Chief General Manager /General Manager shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment to the conditions of the contract, for the benefit of the workers, nonpayment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.

(e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his subcontractors.

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

**Work not to be sublet**

Clause 25 : The contractor shall not be assigned or sublet without the written approval of the Chief General Manager/ General Manager. And if the contractor shall assign or sublet his contract, or attempt, so to do, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward of advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Managing Director/ Chief General Manager may there up on by notice in writing rescind the contract, and the security deposit of contractor shall there upon stand forfeited and be absolutely at the disposal of Jal Nigam and same consequences shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there to for actually performed under the contract.

**Sum Payable by Way of Compensation to be Considered as Reasonable Compensation without Reference to Actual Loss**

Clause 26 : All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**Changes in the Constitution of Firm**

Clause 27 : In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

**Work to be under the Direction of General Manager/Superintending Engineer**

Clause 28 : All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Managing Director/ Chief General Manager of the M.P. Jal Nigam for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.
Disputes Relating to Specifications, Designs etc.

Clause 29: Except where otherwise specified in the contract the decision of the Chief General Manager/General Manager of the Jal Nigam for time being shall be final, conclusive and binding on all parties to the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof provided that the Chief General Manager/General Manager shall before giving the decision in the matter give an opportunity of being heard to the contractors.

Stores of European or American Manufacture to be Obtained from Government

Clause 30: The contractor shall obtain from the stores of the Engineer-in-Charge all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up articles required therefore or in connection therewith unless he has obtained permission in writing from the Engineer-in-Charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-Charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule, they will be debited at cost price which for the purpose of this contract shall include the cost of carriage and all other expense whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump Sums in Estimate

Clause 31: When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question in not in the opinion of the Engineer-in-Charge capable of measurement. The Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimates and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor, with regard to any sum or sums payable to him under the provisions of this clause.

Action where no Specification

Clause 32: In the case of any class of work for which there is no such specification as in mentioned in Rule, such work shall be carried out in accordance with the specification approved by Chief General Manager/General Manager, for application to works in the district and in the event of there being no such specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirement of Engineer-in-Charge.
Definition of work

Clause 33: 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 works by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Claim for Quantities Entered in the Tender or Estimate:

Clause 34: Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimates.

Clause 35: No compensation shall be allowed for any delay caused in the Starting of the work on account of acquisition of land, or in the case of clearance works, on account of any delay in according sanction to estimates.

Employment of Scarcity Labour

Clause 36: If Government declare a state of scarcity of famine to exist in any village situated within 16 km. of the work the contractor, shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the General Manager or by any person to whom the General Manager may have delegated this duty in writing to be in need of relief and shall be bound to pay such person wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Managing Director whose decision shall be final and binding on the contractor.

Refund of Quarry Fees and Royalties

Clause 37: All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any should be paid by the contractor, who will be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-Charge that the materials were required for use of Nigam work.

Royalty for Breach of Contract

Clause 38: On the breach of any term or conditions of this contract by the contractor the Managing Director shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining, and realize and retain the same as damages and compensation for the said breach, but without prejudice to the right of the Managing Director to recover any further sum as damages, from any sums due or which may become due to the contractor by Jal Nigam or otherwise howsoever.

Note: If there is any difference between the amount of words and figures written in the tender forms by the contractor the lesser amount will be treated as valid if the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work earnest money deposit of the contractor shall be forfeited.
Notice to the Contractor to Start work

Your contract for the ................................................................. has been accepted by me Managing Director on behalf of the Madhya Pradesh Jal Nigam Maryadit on the ............ day of ............ 2013 and you are hereby ordered to commence the work.

Managing Director/ Chief General Manager

The notice to the contractor(s) to start work from the ............ date of ...... 2013.. was issued vide this office memorandum no. ...... date ............ 2013.

COMPLETION CERTIFICATE

In pursuance of clause 6 of the agreement in Form B dated the ......................... between the contractor Shri ................................................................. and the Madhya Pradesh Jal Nigam Maryadit it is hereby Certified that the said Contractor has duly completed the execution of the work undertaken by him the tender on the ......................... day of .........................

Signature of Contractor                     Signature of Engineer-in-Charge

SCHEDULE

Showing (approximately) materials to be supplied by the Department under clauses 11 and 30 for works contracted to be executed at the rates at which they are to be charged for.

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rates at which the materials will be charged to the Contractor</th>
<th>Place of Delivery</th>
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<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
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</tbody>
</table>

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

Model Rules relating to Labour, Water Supply and Sanitation in Labour Camps

Note.- These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to. Standards in permanent or semi permanent labour camps should not obviously be lower than those for temporary camps.

1. Location.- The camp should be located in elevated and well drained ground in the locality.
2. Labour huts to be constructed for one family of 5 persons each. The lay out to be shown in the prescribed sketch.
3. Hutting.- The huts to be built of local materials. Each hut should provide at least 20 sq. metres of living space.
4. Sanitary facilities.- Latrines and urinals shall be provided at least 15 metres away from the nearest quarters separately for men and women and specially so marked on the following scale.
5. Latrine.- Pit provided at the rate of 10 users or two families per seat, separate urinals as required as the privy can also be used for this purpose.
6. Drinking water.- Adequate arrangements shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged, when supplies are from intermittent sources overhead storage tank shall be provided with a capacity of five litres a person per day. where the supply is to be made from a well it shall confirm to the sanitary standard laid down in the report of the Rural Sanitation Committee. The well should be at least 30 metres away from any latrine or other source of pollution. If possible hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and the quality of the water should be got tested at the Public Health Institution between each work of disinfecting.
7. Bathing and washing.- Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sq. metres for washing and bathing. Proper drainage for the waste water should be provided.
8. Waste disposal.- Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into those dustbins. The Dustbins shall be provided with cover. The contents shall be removed every day and disposed off by trenching.
9. Medical facilities.-
   (A) Every camp where 1,000 or more persons reside shall be provided with whole time doctor and dispensary. If there are women in the camp a whole time nurse shall be employed.
   (B) Every camp where less than 1,000, but more than 250 persons reside shall be provided with a dispensary and a part time nurse/midwife.
   (C) If there are less than 250 persons in any camp a first aid kit shall be maintained in charge of whole time persons, trained in first aid. All the medical facilities mentioned
above shall be for all residents in the camp including a dependent of the worker, if any, free of cost.

**Sanitary Staff.-** For each labour camp there should be qualified sanitary inspector and sweepers should be provided in the following scales:-

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

2. For camps with a strength over 500 persons one sweeper for every 100 persons above first 500 for which 6 sweepers should be provided.
ANNEXURE-“B”

Contractor’s Labour Regulations

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

**Explanation.-**

(a) “Fair wages” means wages whether for time or piece work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the labour department for the division in which the work is done.

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

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

(d) The General Manager shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of regulations.

(e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

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

(g) The contractor shall obtain a valid licence under the Contract (Regulation and Abolition) Act, in force and rules made there under by the competent authority from time to time before commencement of work, and continue to have a valid licence until the completion of the work.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the Contractor.
## ANNEXURE-“C”

### Statement Showing the Lead of Materials

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Lead</th>
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<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Not applicable</td>
<td></td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
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</table>

**Note.-** This statement is only for guidance of the contractor. The tenderer should satisfy himself regarding availability of the required quality and quantity of materials.
ANNEXURE “D”

Form of Certificate on Income Tax to be Submitted by Contractor Tendering for Works Costing Rs. 2.00 lakhs or more.

(i) Name and style (of the company, firm, H.U.F. or individual) in which the applicant assessed to income tax and address for purposes of assessment.

(ii) The Income Tax Circle/Ward/District in which the applicant is assessed to income-tax.

(iii) Following particulars concerning the last income tax assessment made:-

(a) Reference No. (Or G.I.R. No.) of the assessment.
(b) Assessment year and accounting year.
(c) Amount of total income assessed.
(d) Amount of tax assessed I.T., S.T., E.P.T., B.P.T.
(e) Amount of tax paid I.T., S.T., E.P.T.
(f) Balance being tax not yet paid and reasons for such arrears.
(g) Whether any attachment or certificat e proceedings pending in respect of the arrears.
(h) Whether the company or firm or H.U.F. on which the assessment was made has been or is being liquidated, wound up, dissolved, partitioned or being declared insolvent, as the case may be.
(i) The position about later assessments namely, whether returns submitted under section 22 (1) or (2) of the income-tax act and whether tax paid under section 18-A of the act and the amount of tax so paid or in arrears.

(iv) In case there has been no income tax assessment at all in the past, whether returns submitted under section 21 (1) or (2) and 18-A (3) and if so, the amount of income tax returned or tax paid and the income tax circle/ward/District concerned.

(v) The name and address of branch (es) verified the particulars set out above and found correct subject to the following remarks.

Dated .................. 

Signature of I.T.O.
Circle/ward/District
ANNEXURE "E"

Detailed Technical Specification

Name of work :- PREPARATION OF DETAILED PROJECT REPORT FOR KANDAILA GROUP WATER SUPPLY SCHEME FOR VILLAGES & TOWNS OF REWA DISTRICT OF MADHYA PRADESH INCLUDING SURVEY & INVESTIGATION, DESIGNING, DRAWING and PREPARATION OF ESTIMATES etc. COMPLETE.

Scope of Consultancy Services in brief -

(1) Population forecasting with different methods, calculation of water requirement and other design parameters for all villages and towns as per latest and revised guidelines issued by Ministry of Drinking Water and Sanitation, GOI on dated 18.12.12, CPHEEO and GOMP, PHED, if any.

(2) Carrying out necessary detailed survey for Source, Intake well, Pumping Stations, Treatment Plant, Break Pressure tank and etc, topographical survey for conveyance main (pumping/gravity), village map, village distribution system etc. and strata details for all components of DPR.

(3) Hydraulic designs of all components i.e. Storage reservoir, Intake well, Economical size of pumping mains, Design of Raw & Clear water pumps and pump houses, Design of Electric sub stations, Hydraulic design of conveyance main with appurtenances, Structural design of pillars, thrust blocks etc., Hydraulic design of different components of treatment plant, Break pressure tank, design of distribution system along with design of overhead tanks/cisterns, staff quarters, approach roads & other components of DPR.

(4) Preparation of detailed coloured/B&W computerized drawings such as of Index map showing area under consideration along with major proposed works, Schematic diagram, Detailed village map showing existing and proposed works along with main features of villages, drawing of Intake well cum pump house, Water treatment plant, Break pressure tank, OHT's, Pump houses, Pillars, Thrust block, L-section with plan of conveyance mains and distribution system.

(5) Preparation of detailed quantity and abstract estimates, report and CPM network for execution like Intake well cum pump house & approach bridge/road, Raw & Clear water pumps, Electric sub stations, Conveyance mains (pumping/gravity) with appurtenances, Pillars, Thrustblock etc., Treatment Plant, Break Pressure tank, Distribution systems, Over Head Tanks / Cisterns, Pump houses, Staff quarters, Approach roads & Other components of DPR, Land acquisition, Operation and Maintenance Estimate along with proposal of revenue generation, Writing technical report, Preparation of CPM/Pert Chart, Compilation of Design, Drawing, Estimates etc. & submission of 10 copies of DPR along with soft copies.

Consultancy services are required to carry out detailed survey work such as contour survey, levelling etc. for sites such as river head works, balancing tank, water treatment plant, pumping stations, storages etc. for all work sites including transmission system, preparing L-section of transmission system and designing the scheme on the latest revised guidelines issued by Govt. of India, Ministry of Drinking Water and Sanitation, New Delhi vide F.No.W-
The group water supply scheme would be based on surface source only. The surface source must be selected such that it has sufficient flow/quantity and good quality as desired for drinking water supply scheme. It is advised that the storage reservoir (if required to be constructed) should be designed on the basis of 100% dependability. As far as selection of site of impounding reservoir is concerned, the guidelines given in CPHEEO Manual on Water Supply and Treatment should be followed.

The head works should be such that required water can be tapped easily. This will be RCC structure. The size should be adequately adopted. Selection of sites such as Head Works, Break Pressure Tank, alignment of Transmission Mains, Water Treatment Plant, OHT/GSR, etc. shall be got approved from Engineer-in-Charge i.e. General Manager of PIU, Madhya Pradesh Jal Nigam Maryadit of that area, before taking up detailed survey.

Pre Feasibility Report: Group water supply scheme of certain villages and towns of the district of Madhya Pradesh has been identified for which Detailed Project Report is to be prepared. In this scheme, it is proposed to take required raw water from river or existing dam, from where, it is proposed to pump either in Water treatment Plant directly or through a reservoir. The treated water would be taken in the GSR or OHT of the village/town either by pumping or gravity flow. OHT's are proposed for bigger villages and cisterns are proposed at smaller villages to supply potable water at the door step of the consumers. It is suggested that the storage capacity of an Over Head Tank should not be less than 100 kL, a cluster of nearby villages may be selected to meet the norms of capacity of these overhead tanks.

Important Terms & Conditions

As detailed above, the DPR should be prepared for Group water supply schemes for villages and towns of proposed district. At the time of preparation of DPR, there is possibility of addition, alteration and omission of villages and towns.

The skeleton of the scheme as a whole shall be such that it should be easily manageable for Operation and Maintenance. As far as possible, alignment of pipes shall be avoided through forest land.

The consultant is required to submit two copies of draft DPR to Chief General Manager at Bhopal after finalizing with the General Manager of the PIU of Madhya Pradesh Jal Nigam Maryadit and he has to make presentation to justify the components taken in the DPR. The changes/suggestions, if any, shall be incorporated and included in the final DPR.
The final report of the project shall be submitted as per NIT invariably and shall be got approved from competent authority.

**Introduction Background**

An introduction, giving broad details of the project area should be given in brief.

**Compilation of the Detailed Project Report**

The consultants shall compile, prepare and submit the Detailed Project Report to Madhya Pradesh Jal Nigam Maryadit in a period of **Three** months. The consultants should be in touch with the officers of the PIU of M.P. Jal Nigam during preparation and compilation of the report and should discuss with them from time to time, the main features of the project, before finalizing the report, so as to complete the report within a period of **Three** months. The consultants shall collect and compile data required for the project from respective Govt. authorities, Madhya Pradesh Jal Nigam Maryadit and M.P. PHED. Available data has been given in Annexure-F. Additional required data will have to be collected/generated by the consultants by contacting agencies where such data is available.

The Detailed Project Report is to be prepared with such accuracy that actual execution to be taken after wards should not suffer from:

(i) Inaccurate and inadequate survey and investigation.

(ii) Change in the location of various components.

(iii) Major changes in designs and type of work involved.

(iv) Inadequate survey, quantification, estimation, acquaintance with site conditions.

Cost estimates should be based on latest SOR's of M.P. PHED, M.P. UADD, M.P. PWD, M.P. WRD & M.P.V.V. CO. Ltd. etc. Rate analysis shall be furnished for items, which are not covered under the SOR's including extra leads and lifts. Such rates shall be finalized with the consent of PIU, Madhya Pradesh Jal Nigam Maryadit.

Study therefore, be carried out with more details, so that the working estimates framed by the Consultants and the quantities mentioned therein shall fairly tally with the actual execution within 5% of the provisions made in the detailed project report. The estimate to be prepared should be in detail.

Attention of consultants is specifically drawn to the basic, fundamental and important requirement to the job. At no stage this requirement should be allowed to be overlooked.

The proper design of various components is expected in the Detailed Project Report so as to provide realistic cost in DPR. Submission of contour maps shall be the essential feature of the Project Report. The site conditions are therefore, required to be observed and studied carefully as regard their suitability and adequacy and any other specific problems such as land development, foundation condition, etc.

Restoration of damaged roads and services after providing and laying pipelines shall also have to be taken into account.

Selection of sites and location of various sub works should be such that there would not be any major difficulty in acquiring the lands and there would not be any need to shift sites or locations
of various components of the scheme. The consultants should take cognizance of site conditions, so as to present true picture. Due consideration is to be given to encroachment, if any.

The consultants should provide a certificate in the Detailed Project Report that their authorised representative has walked over the streets, at the location of various works and along the alignment of all mains, etc and are fully conversant with the site conditions in order to ensure that the proposals made in the report can be practically implemented. The investigations include information about all conditions, water table, pipelines and cables, etc. Consultants, during the stage of compilation of report should keep Madhya Pradesh Jal Nigam Maryadit engineers informed about such specific problems.

Design criteria:

Hydraulic design of all the components shall be carried out on the basis of Manual of Water Supply and Treatment Published by CPHEEO and other designs shall be carried out on the basis of the relevant IS codes. In case of any controversy, the decision of the Madhya Pradesh Jal Nigam Maryadit shall be final and binding to contractor/consultant. However, a brief description for design criteria is as under-

(1) Population forecasting - The design population will have to be estimated as per the revised guidelines recommended by Ministry of Drinking Water and Sanitation, Govt. of India, with due regard to the entire factor governing the future growth and development of the project area. Special factor causing sudden emigration or influx of population should also be foreseen to the extent possible. A judgment based on these factors would help in selecting the most suitable method of deriving the probable trend of the population growth in the area or areas of the project as per the latest and revised guidelines of the Ministry, Govt. of India.

The Base year is to be considered as 2015, Intermediate years as 2025, 2035 and the Ultimate year as 2045 for the source. Water demand shall be taken as recommended by Ministry of Drinking Water and Sanitation, Govt. of India for villages and towns including UFW /NRW as 20% of total water demand.

(2) Survey and Investigation - Field survey and leveling work to be carried out in connection with development of sources, site of intake well, various components of treatment units, location of service reservoirs and its capacities and elevation, alignment and longitudinal sections of conveyance main and distribution lines. Detailed maps of all villages showing location of houses, schools, markets, hospitals, important public buildings and industries and other institutions etc should be given.

The survey and investigation part shall therefore, consists of detailed survey and investigations and other aspects as under -

Survey would consist of chain and compass, Theodolite survey and levelling or by Total Station at an interval of every 30m and at bend location additional levels should also be taken where important features like humps, dips, obstacles, crossing, roads, railways, rivers, etc. are met with, and as directed, with the help of Total station, theodolite, auto level, plane table and other survey instruments.
The results of the survey are to be plotted on drawings to such a suitable scale as approved by the General Manager, PIU, Madhya Pradesh Jal Nigam Maryadit of that area. The drawings should also show the important existing nearby structures/geographical features, if any, which are required to be located on estimation point of view.

The levels are required to be co-related to MSL, Permanent, as well as Temporary Bench Marks will have to be established at places as specified by Madhya Pradesh Jal Nigam Maryadit Engineers during surveying and these details should be made available in writing to Madhya Pradesh Jal Nigam Maryadit Engineer. The consultants are requested to keep Madhya Pradesh Jal Nigam Maryadit representatives informed as regards the survey activities being carried out at different locations so as to get themselves acquainted with the work being carried out and make suggestions, while the survey is being carried out.

Detailed L-section survey should be carried out precisely.

At each of the stage, the consultants, before starting the work should consult with the Madhya Pradesh Jal Nigam Maryadit engineers and obtain their consent for the site, route and methodology of the survey. The detailing and further work should be carried only after such approval in respect of survey, quantification, schedule of rates, estimates and preparation of drawings, etc. After the initial works is carried out and got approved from Madhya Pradesh Jal Nigam Maryadit engineer, further detailing should be done, this requirement applied in respect of land acquisition also and only after it is established that no difficulties are anticipated in respect of land acquisition, further detailing should be done.

Contours should be plotted at 1.0 m of intervals or as directed by Engineers. The contouring is to be confined to areas and portion of the works where Intake well, GSR, ESR, WTP, Pumping Stations are to be provided. Brief details of the proposed units should be shown on the contour maps.

Consultant shall install Bench Marks on permanent plinths of the structures as per direction of Engineer in charge, on which chaining and RL shall be painted with red paint. The Consultant shall submit list of benchmarks so prepared.

**Land Acquisition**

After the location of Head Works, GSR and ESR, Treatment Plant, Conveyance Mains, Distribution system, Approach Roads, Quarters etc. are decided, the Consultants should work out the extent of land required to be acquired at specified places.

Having finalized the locations of various works, these details should be shown on the drawing showing the widths of strips of land proposed to be acquired. The consultant should furnish these details, so that Madhya Pradesh Jal Nigam Maryadit can proceed with the work of land acquisition.

While proposing the locations and various components and alignments, reservations under various Acts shall be verified by the consultants. The consultants shall also have to approach Jila Panchayat/Village Panchayat for their concurrence the location of works like reservoirs from the point of availability of that land for acquisition/transfer. When Jila Panchayat/Village Panchayat inform the availability of the land suggested by the consultant, then only consultant should proceed with further work of designing and estimation, etc.
(3) Designs period for different components

Water Supply Projects should be designed for specified design period after their completion. The different components shall be designed as per revised “Guidelines for preparation of Detailed Project Report for Rural Piped Water Supply Schemes” published by Ministry of Drinking Water and Sanitation, Govt. of India.

3.1 Intake Well Cum Pump house - The following features should be considered for locating the intake -

(1) The location where the best quality of water is available.
(2) Absence of currents that will therefore the safety of the intake.
(3) Formation of shoals and bars should be avoided.
(4) Floods
(5) Availability of power and
(6) Accessibility

Under sluice should be provided for withdrawal of water from more than one level to cope up with seasonable variation of depth of water. In the design of intake a factor of safety must be allowed, as forces to be resisted by intake are known only approximately. Under mining of foundations due to water currents or over turning pressure due to deposits of silt against one side of an intake structure are to be avoided. Proposal to avoid entrance of large/small objects should be made in the under sluice by suitable means. The capacity of the conduit and the depth of the suction well should be so proposed, that the intake ports to the suction pipes of pumps will not draw air. A velocity of 60 to 90 cm/s in intake conduit with a lower velocity through the ports will give satisfactory performance. The intake well shall be of RCC M-30 Mix. The inlet ports shall be of DF DI Pipes class K-9.

An RCC M-30 pump house shall be proposed over intake well to house raw water pumps. The size of the pump house shall be so proposed as to locate the pumps/motors, valves, piping, Control panels and cable trays in a rational manner with easy access and with sufficient space around the equipments for the operation & maintenance. The minimum space between two adjoining pump shall be 1.0 m or as per design requirement. Space for control panel should be planned as per Indian electricity rules. Proper headroom shall also be proposed.

3.2 Pumps: Minimum 50% standby arrangement shall be kept in the proposal. Prior to the selection of pump for a pumping station, detailed consideration has to be given to various aspects, viz

(a) Nature of liquid, whether raw or clear water
(b) Type of duty required i.e. continuous, intermittent or cyclic.
(c) Present and projected demand and pattern of change in demand.
(d) The details of head and flow rate required.
(e) Type and duration of the availability of the power supply.
(f) Selecting the operating speed of pump and suitable drive / driving gear.
(g) The efficiency of the pump and consequent influence on power consumption and the running costs.
(h) Various options possible by permuting the parameters of the pumping system including the capacity and no. of pump including standby, combining them in series or in parallel.

3.3 Water Conveyance Mains: The most economical size for conveyance mains should be based on a proper analysis of the following factor -

(a) The period of design considered for the project and the quantities to be conveyed during different phase of such period.
(b) The different pipe sizes against different hydraulic slopes, which can be considered for the quantity to be conveyed.
(c) The different pipe materials which can be used for the purpose and their relative costs as laid in position.
(d) The duty, capacity and installed cost of the pump sets required against the corresponding sizes of the pipelines under consideration.
(e) The recurring costs on
   (i) Energy charges (presently Rs. 4.35 per unit)
   (ii) Staff for operation of the pump sets,
   (iii) Cost of repairs and renewals of the pump sets,
   (iv) Cost of miscellaneous consumable stores, and
   (v) Cost of replacement of the pump sets installed to meet the immediate requirements, by new sets at an intermediate stage of design period.
   (vi) Rate of interest may be taken as 10.5% p.a.

The material of the conduit is to be selected keeping in view the local cost and the nature of terrain to be transverse and pressure comes in the pipelines. Suitable/ required appurtenances, flow meters, thrust blocks; supporting pillars, manholes should be designed and proposed accordingly.

A flow meter should be provided at the branch for each village, pressure transducer valves may also be provided at suitable locations to maintain supply and pressure for the villages located at higher elevations.

3.4 Reservoirs: The capacity of the service reservoir to be provided depends upon the economic alternatives amongst suitable options. The minimum service or balancing capacity depends on the hours and rate of pumping in a day, the probable variation of demand or consumption over a day, the hours of supply can be calculated from a mass diagram or by a demand and pumping budget. The variation of demand in a day for a town which depends on the supply hours may have to be assumed or known from similar towns or determined based on household survey. Reservoirs shall be proposed in RCC M-30 mix. OHT's are proposed for bigger villages and cisterns are proposed at smaller villages to supply potable water at the door step of the consumers. It is suggested that the storage capacity of an Over Head Tank should not be less than 100 kL, a cluster of nearby villages may be selected to meet the norms of capacity of these overhead tanks.
3.5 Distribution system: In the design of water supply distribution system, it is to be recognized that consumption varies with the season, month, day and hour as far as the design of distribution system is concerned, it is the hourly variation in consumption that matters. The fluctuation in consumption is accounted for, by considering the peak rate of consumption at rate of flow in the design of distribution system. A peak factor of 3 is recommended for design of distribution system with a minimum residual pressure of 12.0 m. Now a days, most of the villages are having CC roads, where excavation of the trenches and restoration of such roads is not feasible, therefore in such situations, metallic pipes may be provided in the distribution system, otherwise, UPVC/HDPE pipes of minimum 10 kg/cm² pressure upto 200 mm outer diameter and above 200 mm diameter DI class K-7 or K-9 pipes should be proposed and minimum diameter shall be as per CPHEEO Manual. The HDPE pipe joints shall be joined with the electro-fusion couplings and not the butt welded. In case of rocky or hilly area, GI/DI pipes should be proposed.

In case a village or town, now covered in the new group water supply scheme is already having an individual existing water supply scheme, water from new scheme shall be connected to the existing GSR/ESR and the other component if required shall also be modified as per design requirement.

The ESR shall be augmented as required. Concerned General Manager, M.P. PHE Deptt or PIU, Madhya Pradesh Jal Nigam Maryadit shall give the details of existing distribution system to the successful consultants. In case the distribution system is an old one, it shall be discarded and designed afresh. In other cases, the distribution system shall be designed for additional requirement.

3.6 Treatment Plant: The aim of water treatment is to produce and maintain water that is hygienically safe, aesthetically attractive and palatable, in an economical manner. Though the treatment of water would achieve the desired quality, the evaluation of its quality should not be confined to the end of the treatment facilities but should be extended to the point of consumer use. The unit operation in water treatment should include aeration (if required), flocculation (rapid and slow mixing) and clarifications, filtration (rapid sand) and disinfection. The hydraulic design of the different units of treatment plant should be carried out according to provisions given in Manual on Water Supply and Treatment published by CPHEEO. The treatment plant units shall be proposed in RCC M-30 mix excluding building part which shall be of RCC (M-25 Mix) framed brick masonry.

3.7 Preparation of Detailed Drawings: Detailed layout maps of each village should be prepared showing all important details like School, Gram Panchayat, Hospital, Bank, Other Government buildings, Proposed and Existing works like Over Head Tanks with their capacities and staging, Pipe Lines, Cisterns, Stand Post, lengths, RLs etc. Printouts on suitable size sheets for villages and towns should be given.

L-section of all the pumping mains, gravity mains should also be prepared and submitted on appropriate size sheets as directed by Madhya Pradesh Jal Niagm Maryadit. Drawings should be marked with chainage, RLs of Ground, RLs of Invert of pipes, depth of cutting, locations of
Pipe Appurtenances, Air Valves, Sluice Valves, Pressure Relief Valves, Pillars and etc. along with Plan of pipelines.

Detailed drawings of all proposed structures should also be given on appropriate size sheets as approved by Madhya Pradesh Jal Niagam Maryadit.

Schematic diagram showing all the proposed works should also be prepared and submitted.

All the Drawings/Maps should be prepared through computer (AutoCAD) and shall be prepared in different coloured as approved by Madhya Pradesh Jal Niagam Maryadit.

3.8 Preparation of Estimates: Cost estimates for all the proposed works should be given. After the survey is carried out, and the sizes and other details of various units are decided, the consultant should estimate the quantum of work involved.

Having finalized such quantum of work, the consultants should proceed with the preparation of cost estimates of the various components of the work.

The cost estimates are required to be prepared with full details and adequate care, in short, the estimates should not be prepared arbitrarily and it should be ensured that quantities mentioned therein shall fairly tally with the actual execution.

**Variation more than 10% of the provisions made in the Detailed Project Report with the actual may disqualify the consulting agency for further empanelment.**

Detailed estimate of intake well with approach bridge shall be prepared on the latest SOR of Water Resources Department, detailed estimates of pipelines shall be prepared on latest respective SOR of UADD, estimates of all the building and road works shall be prepared on the latest SOR of Public Works Department MP, estimates of electric works be prepared on latest SOR of MPVV Co. Ltd and estimates of all the rest components shall be prepared on the respective latest SOR of Public Works Department MP. Provision for components like motor pumps, generator sets, pipes, appurtenances and etc., which are not available in any SOR, should be taken on basis on current prevailing rates of manufacturer / suppliers. Detailed analysis should be done for such items and be finalised and approved by Madhya Pradesh Jal Nigam Maryadit.

Since the total provision for price escalation is based on the project implementation schedule, the consultants should first prepare the implementation schedule and finalise the same after concurrence from Madhya Pradesh Jal Niagam Maryadit. The implementation should provide reasonable time for activities such as land acquisition, tendering, evaluation of offers and their proper construction period. The various agencies responsible for taking the decision in this respect will also to be identified.

In the implementation chart/works programme, specific mention for the works/decision/permission related to other departments/agencies should be clearly indicated.

Also, the specific time period, in which, these activities are incorporated and should be completed should be indicated, so as to ensure timely completion of the project.

The preliminary details of the villages and towns with its present scenario of water supply should also be included in the DPR.
Operation & Maintenance Estimate should also be prepared and submitted along with the DPR. The O&M estimates should be prepared common upto ESR of all the villages and other O&M estimates for each village in such a way that the responsibility of O&M for each village and water production cost of whole system can be ascertained. Proposal for maintenance cost recovery or Revenue Generation should also be prepared and submitted with the DPR.

Managing Director
M.P. Jal Nigam Maryadit
Bhopal
ANNEXURE-F

SALIENT FEATURES OF SCHEMES AND THE LIST OF TOWNS/VILLAGES TO BE PROPOSED IN THE DPR

PREPARATION OF DETAILED PROJECT REPORT FOR KANDAILA GROUP WATER SUPPLY SCHEME FOR VILLAGES & TOWNS OF REWA DISTRICT OF MADHYA PRADESH INCLUDING SURVEY & INVESTIGATION, DESIGNING, DRAWING and PREPARATION OF ESTIMATES etc. COMPLETE.

SCHEME No. C-32
KANDAILA GROUP WATER SUPPLY SCHEME FOR 20 VILLAGES FROM BIHR RIVER
BLOCK: GANGEO
DISTRICT : REWA (M.P.)

SALIENT FEATURES

1. Name of block : GANGEO
2. District : Rewa M.P.
3. Location : Longitude : 81.300° E
   : Latitude : 24.530° N,
4. No. of villages proposed in the Group : 20 (tentative list enclosed)
5. Population- As per 2001 census : 32499
   Present Population (Approx.) : 13250
6. Existing water supply source : Tube wells
7. Proposed water supply source : Bihr River
<table>
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<th>S.No.</th>
<th>Name of Villages</th>
<th>Block</th>
<th>Population 2001</th>
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<tr>
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<td>Dhodhaki</td>
<td>Gangeo</td>
<td>1082</td>
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<tr>
<td>3</td>
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<td>Gangeo</td>
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<td>20</td>
<td>Belwa Palkan</td>
<td>Gangeo</td>
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**Total** 32499