

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

(An Agency of Panchayat & Rural Development Department, Govt. Of M.P.)

Block-IInd, 5th Floor, Paryavas Bhavan, Bhopal M.P.-462 004

TENDER DOCUMENT

For

CONSTRUCTION / UPGRADATION OF RURAL ROADS AND CROSS

DRAINAGE WORKS

Under

MUKHYA MANTRI GRAM SADAK YOJNA (MMGSY)

in District PIU

Package No.

Percentage Rate Tender

Issued by -

CHIEF EXECUTIVE OFFICER

MP RURAL ROAD DEVELOPMENT AUTHORITY

M.P. Bhopal

January - 2012

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MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

(An Agency of Panchayat & Rural Development Department, Govt. Of M.P.)

Block-IInd, 5th Floor, Paryavas Bhavan, Bhopal M.P.-462 004

NOTICE INVITING TENDER No./MMGSY/

Mukhya Mantri Gram Sadak Yojana (MMGSY)

(Press Notice)

No./ /22/D-12/MPRRDA/MMGSY/2012

Bhopal, Date

Online Tenders for construction of road and CD works are invited on the E-Procurement System portal

<http://mprrrda.mpeprocurement.gov.in> as detailed below.

1. **SSR applicable - SSR issued by M.P. Rural Road Development Authority for road and cross drainage works effective from 15.06.2011 and amended up to date of NIT.**

| S. No. | District | Name of PIU | No. of Packages | No. of Roads in packages | Length of roads (km) in packages | Total Estimated cost of works |
|--------|----------|-------------|-----------------|--------------------------|----------------------------------|-------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |

1. The tender document can be purchased only online from the above website fromhrs after making online payment of service charges Rs. 606/- using cash card, ATM cum debit card or Internet banking account.
2. Last date for purchase of tender document isuptohrs. Other key dates may be seen in the detailed NIT.
3. The amount of earnest money is 1% of PAC rounded off to the nearest thousand rupees. Original Earnest Money Deposit Instrument and cost of bid document in the form of D.D. in favour of MPRRDA Bhopal should reach either in the Office of the Concerned PIU or Head office, Bhopal by upto **15:00 pm**. Scanned copy of the E.M.D. instrument and D.D. is to be uploaded online along with the bid documents. Affidavit in the format given in tender document should be submitted in original with EMD.
4. Other details can be viewed in the detailed N.I.T. and tender document on the above-mentioned portal.

Chief General Manager

Madhya Pradesh Rural Road Development
Authority, Bhopal

Endt. No./ /22/D-12/MPRRDA/MMGSY/2012

Bhopal, Date / /2012

Copy forwarded to:

1. Secretary, Ministry of Rural Development, Rural Development Departments Govt. of India
Krishi Bhawan, New Delhi.
2. Secretary, Public Works Departments / Agriculture Department / Finance Department
Mantralaya Bhopal
3. Commissioners Public Relation, Ban Ganga Bhopal.
4. Engineer in Chief Public Works Departments, Satpura Bhawan, Bhopal.

5. Chief Engineer, Public Works Departments, Jabalpur/ Gwalior / Indore/ Bhopal /National Highway / Bridge.
6. Managing Director Rajya Setu Nigam, Arera Hills, Bhopal.
7. Chief Engineer, Central Public Works Departments, E-3/4B Arera Colony Bhopal.
8. All Divisional Commissioners
9. All Collectors
10. Chief Executive Officers, Zilla Panchayat (all).
11. Chief General Manager, MPRRDA, Indore,Jabalpur,Gwalior and Rewa.
12. General Manager Programme Implementation Units:-

**Chief General Manager
M.P Rural Road Development
Authority, Bhopal**

Section-I

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

(An Agency of Panchayat & Rural Development Department, Govt. Of M.P.)

Block-IInd, 5th Floor, Paryavas Bhavan, Bhopal M.P.-462 004

NIT No. /MMGSY/

No. /22/D-12/MMGSY/MPRRDA/2012

Date :

Detailed Notice Inviting Tenders for construction of Road/CD Works

Chief General Manager, on behalf of M.P. Rural Road Development Authority invites **online** percentage rate tenders from Contractors registered in appropriate class with MPPWD or Contractors of equivalent categories registered with other State/Central Government department, institutions, undertakings and authorities on the Standard Schedule of Rate given below for each of the following works of Construction of Rural Roads, cross drainage works and maintenance thereof for 2 years under **Mukhya Mantri Gram Sadak Yojana**.

1. SSR applicable - SSR issued by M.P. Rural Road Development Authority for road and cross drainage works effective from 15.06.2011 and amended up to date of NIT.
2. Time allowed for completion of work of each package is 9 (Nine) months including rainy season.

| S. No. | Name of District | Name of PIU | Package No. | No. of Roads | Length of roads (km) | Probable amount of contract (PAC) (Rs. in lakh) | Cost of Tender Documents (in Rupees) | Time allowed for completion of work |
|--------|------------------|-------------|-------------|--------------|----------------------|---|--------------------------------------|-------------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |

Note: Brief Details of items of work included in the package are given in the Bill of Quantity.

- 1.1 Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen online on the website <http://mprrda.mpeprocurement.gov.in>. Tender documents will be issued online from <http://mprrda.mpeprocurement.gov.in> as per time schedule mentioned in Key Dates after making online payment of service charges Rs. 606/- through Debit Card/Cash Card or Internet Banking. Technical bids will be opened online as per time schedule mentioned in Key Dates in the office of concerned General Manager, Project Implementation Unit. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

Contractors submitting Tender online, if awarded work, will have to sign agreement on the authentic copy of the tender document, available in the office of GM PIU concerned.

- 1.2 The amount of earnest money is 1% of PAC rounded off to the nearest thousand rupees. Original Earnest Money Deposit Instrument and cost of bid document in the form of D.D payable to MPRRDA Bhopal should reach either in the Office of the concerned PIU or Head office, Bhopal by upto 15:00 P.M. Scanned copy of the E.M.D. instrument and D.D (cost of bid document) is to be uploaded online along with the bid documents. Affidavit in prescribed form as given in annexure B of this NIT should be submitted in original with EMD. In case registration is based on revenue solvency, copy of valid revenue solvency certificate should also be submitted.

1.3 Financial bid shall be opened online as per time schedule mentioned in Key Dates.

1.4 Qualification criteria

To qualify for award of the contract, each bidder should have in the last five years:

- a. **achieved in any one year during last 5 years a minimum financial turnover (as certified by CA) volume of construction work of at least 75% of estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 10 percent for a year,**
- b. and satisfactorily completed, as prime contractor, at least one similar work equal in value to one-third of the estimated cost of work for which the bid is invited.

If any contractor has satisfactory completed work in which the cost of the following individual items or combination thereof constitutes to one-third of the amount put to tender, he shall be treated to have satisfied the requirement of 'similar work' .

- i. **Earthwork has been carried out with compaction at optimum moisture content and/or**
- ii. **Construction of granular sub-base, water bound macadam sub- base course or base course, wet mix macadam base course, bituminous base course or surface course.**
- iii. **Concrete work as are required for construction of CD works , small bridges and culverts.**

1.5 Contractors who are debarred from participation in MPRRDA tenders (list available on website) are not eligible to participate in the tenders.

1.6 The Contractors may tender, for one or more contract packages but they shall be allotted work within their bid capacity. The available bid capacity of the tendered will be calculated as detailed para 7.1 c .

1.7 Online First envelope should contain EMD, Online second envelope should contain technical offer showing details of registration, bid capacity and experience etc. and Online third envelope should contain financial offer.

1.8 The contractors are advised to visit the site before tendering for a particular work.

1.9 Guidelines and instructions for E-tendering may be seen in tender document.

1.10. In case of contradiction between the provisions of tender document and this NIT, provisions of this NIT shall prevail.

1.11 Other details can be obtained from the office of the concerned General Manager of the Project Implementation Unit.

1.12 Key Dates

| S. No | MPRRDA Stage | Contractor Stage | Start Date & Time | Expiry Date & Time |
|--------------|---------------------------------------|--------------------------|------------------------------|-------------------------------|
| 1 | Tender Preparation And Release of NIT | - | | |
| 2 | - | Tender Purchase - Online | | |
| 3 | - | Tender Download | | |

| | | | | |
|---|--|------------------------------------|--|--|
| 4 | - | Submit of Bid - Hash Online | | |
| 5 | Close for Bidding - Generation of Super Hash | - | | |
| 6 | - | Submit Bids Online - Re-encryption | | |
| 7 | Open EMD & Technical Bid | - | | |
| 8 | Open Financial / Price-Bid | - | | |

Note:- Last date for submission of original EMD instrument D.D for the cost of bid document and original Affidavit up toP.M. on dated..... .

**Chief General Manager
M.P Rural Road Development Authority,
Bhopal**

2. Procedure for participation in E-tendering.

2.1 Registration of Bidders on e-Procurement System:

All the Bidders (Contractors) registered / intending to be registered with Madhya Pradesh Rural Road Development Authority are required to register on the e-Procurement System on the website <http://mpeprocurement.gov.in>.

The Bidders (Contractors) registered with other departments who are also eligible to participate in tenders processed by Madhya Pradesh Rural Road Development Authority are also required to be registered on the e-Procurement System on <http://mpeprocurement.gov.in>.

For more details, please contact NexTenders (India) Pvt. Ltd., A – 6, Sahyog Parisar, E-8, Shahpura, Bhopal- 462039, Ph – 0755- 4075010, Mob – 099263 03519.

2.2 Digital Certificates:

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

A Class III Digital Certificate is issued upon receipt of mandatory identity proofs alongwith an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain them at the earliest. Those Bidders who already has valid Class III Digital Certificate need not to obtain another Digital Certificate for the same.

The Bidders may obtain more information and the Application Forms required to be submitted for the issuance of Digital Certificate from NexTenders (India) Pvt. Ltd., A – 6, Sahyog Parisar, E-8, Shahpura, Bhopal- 462039, Ph – 0755- 4075010

Important Note: Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and sign the hash during the ONLINE BID PREPARATION AND HASH SUBMISSION stage.

In case, during the process of a particular tender, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online.

Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.

The digital certificate issued to the Authorised User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

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

In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorised User.

2.3 Set Up of Bidders' Computer System:

In order for a Bidder to operate on the e-Procurement System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. A help file on setting up of the Computer System can be obtained from e-Procurement Cell.

2.4 Publishing of N.I.T.: For the Tenders processed using the e-Procurement System, only a brief Advertisement related to the Tender shall be published in the newspapers and the Detailed Notice shall be published only on the e-Procurement System. The contractors can view the Detailed Notice and the time schedule for all the Tenders processed using the e-Procurement System on the website <http://mprrda.mpeprocurement.gov.in>.

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

2.6 Purchase of Tender Documents:

For purchasing of the tender documents bidders have to pay Service Charge online ONLY which is Rs. 606, and for the payment of tender document cost they have to submit separate DD along with EMD. Cost of tender document is separately mentioned in enclosed Detail NIT. **The Tender shall be available for purchase to concerned eligible contractors immediately after online release of the Tender and upto scheduled date and time as set in the key dates. Arrangements have been made for the Bidders to make payments for cost of Tender Document online via Debit Card / Internet Banking or Cash Card. In case of online tendering, the application form for the purchase of tender documents shall not be required.**

For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link ‘List of e-Payments accepted Online’ on <http://mpeprocurement.gov.in>.

2.7 Preparation of Bids and Submission of Bid Seals (Hashes) of Online Bids by the Bidders:

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

2.8 Generation of Super - Hash:

After the time of submission of Bid Seal (Hash) by the Contractors has lapsed, the bid round will be closed and the concerned Department Official shall generate a Tender Super – Hash which shall be digitally signed by the Department Official.

2.9 Decryption and Re - Encryption Bids:

Bidders have to decrypt the Bid Data with their Digital Certificate and re-encrypt the Bid Data and also upload the relevant documents using **Online Briefcase** feature for which they had generated the Bid Seals (Hashes) during the Bid Preparation and Hash Submission stage within the specified time as stated in the time schedule (Key Dates).

The encrypted data of only those Bidders who have submitted their Bid Seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Bidder who has not submitted Bid Seals (Hashes) within the stipulated time will not be allowed to decrypt and re-encrypt his Bid Data or upload the relevant documents.

2.10 Submission of Earnest Money Deposit:

The Bidders shall submit Earnest Money Deposit instrument with cost of Bid document in the shape of DD in favour of MPRRDA with original affidavit in a sealed envelope by post or through courier and the same should reach the concerned PIU Office or MPRRDA Headquarter Bhopal upto the time and date Notice Inviting Tender.

The Bidders have to upload scanned copy of Earnest Money Deposit instrument alongwith the reference details.

2.11 Opening of Tenders:

The concerned Department Official receiving the tenders or his duly authorised Officer shall first open the online Earnest Money Deposit envelope of the Bidder and verify the scanned copy of the Earnest Money Deposit uploaded by the Bidder. He shall check for the validity of Earnest Money Deposit as required. He shall also verify the scanned documents uploaded by the Bidders, if any, as required. In case, the requirements are incomplete, the commercial and other envelopes of the concerned Bidder received online shall not be opened.

The concerned Official shall then open the other envelopes submitted online by the Bidders in the presence of the Bidders or their authorised representatives who may choose to be present.

He will match the Bid Seal (Hash) of each envelope and the documents uploaded, during the respective opening, with the hash submitted by the Bidders during the **Bid Preparation and Hash Submission** stage. In the event of a mismatch, the Bid Data in

question shall be liable for a due process of verification by the Nodal Officer of e-Procurement System of Madhya Pradesh Rural Road Development Authority.

For any further queries, Bidders may kindly contact,

The Service Provider of e-Procurement System, Wipro Ltd. - NexTenders (India) Pvt. Ltd., A – 6, Sahyog Parisar, E-8, Shahpura, Bhopal- 462039, Ph – 0755- 4075010, Mob – 099

Note: These instructions will over-rule the instructions stated in the tender documents, wherever relevant and applicable.

3. RATES :-

3.1 Percentage Rate Tender :

3.1.1 Tenderer should quote tender percentage rate above or below or at par on the **Schedule Of Rates as given in the N.I.T.**

3.1.2 The percentage of tender above/below or at par on the relevant Schedule Of Rates inclusive of amendments and corrections issued upto the date of the notice inviting tenders should be expressed at appropriate place on the tender document both in words and figures in such a way that interpolation is not possible and all incorrect words should be neatly scored out and rewritten and the corrections should be duly attested.

3.1.3 Tenders not specifying percentage below /above or at par with the schedule of rate shall be treated as non responsive and will not be considered at all.

3.1.4 Any amendments to the Schedule of Rates made after the date of issue of NIT shall not apply to this tender.

3.1.5 The percentage tendered by the bidder will apply to those rates which find place in the said Schedule of Rates or have been derived from the said Schedule of Rates and not to other items of work.

3.1.6 The percentage quoted by the bidder shall not be altered by the bidder during the terms of contract. The deduction or addition, as the case may be of the percentage will be calculated on the gross amount of each bill for the work done.

3.1.7 If percentage quoted by the bidder differs in words and figures, the lower of the two shall be considered.

4. **Lead and lift of water** - No lead and lift for water shall be payable.

5. **Lead and lift of material**- No lead and lift for material shall be payable.

6. **Non - Scheduled Items** - During the execution of the work there is likelihood of such items of work, which do not find place in the Schedule Of Rates. Contractor will have to carry out these items of work as per Clause 13 of the Contract Agreement.

7- **SUBMISSION OF TENDER** :-

7.1 **Technical Qualification**

Each bidder has to fulfil all the technical parameters given hereunder to qualify technically for opening of his/their financial offer :-

(a) ***Turn Over***

The bidder must have achieved in any one year in the last 5 years a minimum turnover of civil engineering construction works of the amount equal to 75% of the probable amount of contract (PAC). The turnover will be indexed, as under, at the rate of 10% percent for a year. Financial turnover shall be certified by Chartered Accountant.

Price Indexed Rate -

The following enhancement factor (indexed rate) @ 10% per year will be used for the cost of works of Rs. 100.00 lakhs executed in each financial year to bring financial figures to a common base value.

| S.No. | Financial Year | Index factor @ 10% upgraded for every year (Rs. in crore) |
|-------|----------------|--|
| 1 | 2006-07 | 1.46 |

| | | |
|---|---------|------|
| 2 | 2007-08 | 1.33 |
| 3 | 2008-09 | 1.21 |
| 4 | 2009-10 | 1.10 |
| 5 | 2010-11 | - |

(b) Experience

The bidder must have satisfactorily completed in the last five years, as prime contractor, at least one similar work equal to one-third of PAC in value. The bidder shall have to produce certificate of employer signed by an officer not below the rank of Executive Engineer.

If any contractor has satisfactorily completed work in which the cost of the following individual items or combination thereof constitutes to one-third of the PAC, he shall be treated to have satisfied the requirement of 'similar work' experience. The items or combination thereof qualifying for the category of similar work are:-

- i) earthwork carried out with compaction at optimum moisture content to maximum dry density .
- ii) construction of granular/gravel sub-base, water bound macadam sub-base course or base course (G2 & G3), wet mix macadam base course, gravel base course (G2 & G3) or surface course (G3).
- iii) Concrete work as are required for construction of cross drainage works, small bridges and culverts.

(c) Bid Capacity

The bidder will be technically qualified if their available bidding capacity is more than or equal to the probable amount of contract (PAC). The available bidding capacity will be assessed as under :

Assessed Available bidding Capacity = (A x N x M) -B

Where;

- A = Maximum value of turn over in civil engineering construction works executed in any one year in the last five years (updated to price level as stated in para 7.1 (a).
- N = Number of years prescribed for the present contract.
= (Period upto 6 months to be taken as half year and more than 6 months and upto 12 months as one year).
- B = Value of balance work of existing contract(s) commitments, duly certified by the bidder himself with complete details such as a name of department & office, agreement no. contract amount, work done and balance work in hand with an affidavit that information given is correct. Value of work done will be based on the actual payment received by the contractor.
- M = 2
- (d)** Even though the bidder meet the above qualifications they are subject to disqualification, if they have:
- (i) made misleading or false representation in the forms, statements and attachments submitted. **OR**
- (ii) have a record of poor performance such as abandoning, rescission of contract for which the reasons are attributed to the non-performance of the contractor, consistent history of litigation existed against him/them or financial failure due to bankruptcy.

Notes:

- (i)** Reports on the financial standing of the bidder, such as profit and loss account and Balance Sheet certified by Chartered Accountant with report thereon for the last five years shall be submitted with the tender documents.

- (ii) Financial Bid of only those bidder, who technically qualify, shall be opened on notified date & time.
- (iii) The bidders, are required to furnish the required information regarding their technical qualification in the formats given in Annexure B.

8 Earnest Money Deposit - No tender will be received without deposit of valid earnest money as specified in this document.

The bidder must submit earnest money deposit of the specified amount for the work in any one of the following forms.

- (i) Demand Draft of any Scheduled Commercial Bank in favour of the General Manager, PIU concerned and payable on its local Branch where PIU is situated.
- (ii) Fixed/Term Deposit Receipt of any Scheduled Commercial Bank in favour of the General Manager, PIU concerned valid for 6 months.
- (iii) National Saving Certificates duly pledged in favour of the General Manager, PIU concerned.

8.1 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 a bidder for a work in the same PIU has been rejected and the earnest money has not been refunded though it was due for refund it may be adjusted against this work by the General Manager, PIU concerned.

9. Implication of Submission of Tender - Tenderers are advised to visit site sufficiently in advance of the date fixed for submission of the tenders. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site, quarries etc. whether he inspects them or not.

10. (A) Submission of Tender - Submission of tender implies that the tenderer has read the tender notice, conditions of tender and all other contract documents and made himself aware of the standards, procedures, the scope and specifications of the work to be done and the specifications as laid down in the

publications of Indian Road Congress and Indian standards. The Bidder should satisfy himself regarding the suitability and availability of site of work etc. as also the suitability and availability of the material at the quarries. The responsibility of opening new quarries, construction and maintenance of approaches thereto shall lie wholly with the contractor.

- (B) For online submission of tenders Para 2 of this NIT may be seen. Tender should be submitted strictly following the procedure and guidelines given therein.

11. Validity of Tender - Tender shall remain open up to 120 days from the date of submission of tender and in the event of the bidder withdrawing the offer before the aforesaid date for any reason whatsoever, earnest money deposited with the tender shall be forfeited by General Manager PIU concerned.

12. Relationship - A bidder shall not be permitted to tender for works in the PIU (responsible for award and execution of contracts) in which his near relative is posted as Accountant/Accounts officer or as an officer in any capacity in the grade of Executive Engineer and Assistant Engineer. A list showing the names of the persons who are working with the contractor and are near relatives to any Gazetted Officer in the Panchayat and Rural Development Department, should also be appended to the tender. He should also intimate to the General Manager PIU concerned the names of subsequently employed persons who are near relatives to any Gazetted Officer in the Panchayat and Rural Development Department, or Accountant/Accounts officer in the PIU. Any breach of this condition by the bidder would render himself liable to be removed from the approved list of contractors of this Department. The contractors registered in other departments/organisations shall be debarred from tendering in future.

13. In the event of the tender being submitted by a firm, agreement must be signed separately by each member thereof or the authorized signatory. In the event of the absence of any partner, it must be signed on his behalf by a person holding a power of 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/Company Act.

Note: The term "near relative" means, wife, husband, parents, son, grandson, brothers, sisters, brother-in-law, father-in-law and mother-in-law.

14- OPENING AND ACCEPTANCE OF TENDERS :-

14.1 Place and Time of Opening - The Technical Bid shall be opened at the time and place, mentioned in the NIT by the General Manager PIU concerned. After evaluation of Technical bid, Financial bid of the technically qualified bidder shall be opened at MPRRDA Hqrs., Bhopal, at given date & time as below. Both technical and financial bid shall be opened in the presence of bidders or their authorized representative who may like to be present

Other Envelopes relating to bid shall be opened in the following order at the Hqrs. of PIU concerned;

- (i) Envelope containing demand draft being the cost of tender documents shall be opened first. If the demand draft is not found in order all the other envelopes shall be returned unopened to the bidder.
- (ii) Envelope containing earnest money deposit shall be opened thereafter. If the earnest money deposit is not found in the mode prescribed in the NIT and of the required amount financial bid shall not be opened.
- (iii) Cost of bid document & EMD and affidavit if found in order online Technical bid shall be opened.

14.2 Powers of General Manager PIU - The General Manager does not bind himself to accept or recommend for the acceptance by the competent authority, the lowest or any tender or to give any reason for his decision.

14.3 Conditional Tender - Conditional tenders are liable to be rejected.

14.4 Canvassing - Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render himself liable to penalties which may include penal action under section-8 of the M.P. Vinirdishta Bhrashta Acharan Nivaran Vidheyak, 1982 and Rules 1988.

15. **Refund of Earnest Money Deposit** – EMD of successful bidders shall be released on submission of required performance security and execution of agreement. EMD of such bidders who do not qualify in technical evaluation will be returned within one week after opening of financial Bid. EMD of unsuccessful bidders shall be released after expiry of validity period or on rejection of his tender whichever is earlier.

16- SPECIFICATIONS :-

- 16.1 **Specifications** – means the specifications of the works included in the contract and any modification or addition made or approved by the Engineer.

Specification also include "drawings" calculations and other information provided or approved by the Engineer-in-Charge for the execution of the contract.

Contractor is supposed to submit detailed drawings and designs of cross drainage works after detailed survey and get the same approved from the competent authority before execution.

Brief specifications, technical note and typical cross section of gravel roads are enclosed as Annexure-C.

Type design for kilometer stones, 200 meter stones and boundary stones/guard stones and code of practice for road signs are enclosed as Annexure – C1, C2, C3 and C4 respectively.

- 16.2 **Workmanship** - The work shall be carried out according to the construction process as per prescribed specifications and sound engineering practices. The decision of the Engineer-in-Charge in respect of workmanship will be final.
- 16.3 **Cement Concrete** - Cement concrete shall be mixed in concrete mixtures and compacted by mechanical vibrators. Slump test shall be carried out during concreting and test cubes prepared and tested in due course. The testing will be carried out by the contractor in the presence of authorized departmental representative.

The results of the tests shall conform to the required standards. If the Executive Engineer considers that a structural test of whole work or any component thereof is necessary, the same shall be carried out as instructed by him at the contractor's expenses and should the result of this be unsatisfactory, the contractor will be bound to take down and reconstruct the particular portion of work which has given unsatisfactory test result.

17. Contradictions Or Amendments - In the event of contradictions between the stipulations of the Schedule of Rates and aforesaid specifications the stipulations of the Schedule of Rates shall take precedence. In the event of contradictions, if any, between different specifications and or codes of practice, referred to above, the decision of the Engineer-in-Charge shall be final subject to appeal in case of dispute before the Chief General Manager and thereafter appeal to the Chief Executive Officer.

18. Quality Control Test -

18.1 Quality control tests shall have to be conducted by the contractor's Engineer under the supervision of the Engineer-in-charge or his authorized representatives. If the amount of contract exceeds Rs. 25.00 lakh the contractor shall setup a field laboratory at locations approved by the Engineer-in-Charge and equip the same with the needed equipments as detailed in Annexure-D.

18.2 The work shall not be accepted in any case, if the contractor fails to observe the instructions of the Engineer-in-Charge, regarding testing of material.

18.3 Before making any payment, it will be the responsibility of the Engineer-in-Charge to ensure that all the tests at prescribed frequencies thereof for cross drainage works and gravel road as laid down in Annexure- E & F have been carried out, and found as per requirement.

18.4 If tests are not conducted to the prescribed frequency, the Engineer-in-Charge shall reject that part of the work.

18.5 Material -

All material shall conform to the relevant Indian Standard Specifications prevailing on the date of issue of notice inviting tenders. All material before use in work shall require approval of the Engineer-in-Charge, who will get them tested as per relevant IS Code IS:5454:1978 at contractor's cost and samples so approved be kept in the office of the concerned sub divisional officer till finalization of the work.

19. **Post Tender Subletting** – Subletting of components of work under the contract shall be limited to 25% of the contract price. The contractor, whose tender is accepted, may request in writing duly supported by the documents prescribed in format of technical qualification-annexure-B, regarding the sub-contractor to whom the subletting is proposed. The Chief Executive Officer may approve such subletting up to an amount equal to 25% of the contract price including subletting, if any, approved by the tender accepting authority.

Where such approval for subletting is granted, the contractor shall, however, not be relieved of any obligation or duty or responsibility, which he undertakes under the contract.

20. **Taxes** - All dues regarding taxes, including the commercial tax, labour access, royalties and income tax on the contractor's work will be payable by the contractor upto the completion of work.
21. **Fair Wages** - The contractor shall pay not less than fair wages to labour engaged by him on the work (Rules enclosed vide Annexure-G).
22. **Works In The Vicinity** - The General Manager, PIU reserves the right to take up departmental work or to award work on contract to other agencies in the vicinity without prejudice to the terms of contract.
23. **Removal Of Undesired Person** -The contractor shall on receipt of the requisition from the General Manager, PIU, at once, remove any person employed by him on the work, who in the opinion of the General Manager, PIU, is unsuitable or undesirable.

24. **Amount Due From Contractor** - Any amount due from the contractor on any account concerning work may be recovered from him as arrears of land revenue, or from any amount due to him.
25. **Tools And Plants** - The contractor shall arrange at his own cost, tools and plant required for the proper execution of the work.
26. **Rights To Increase Or Decrease Work**- The General Manager, PIU reserves the right to increase or decrease the work at any time during the currency of the contract as mentioned in clause 13 of the contract and the contractor will be bound to comply with the orders of the General Manager, PIU without any claim for compensation.
27. **Time Schedule** - The work shall be done by the contractor according to the time schedule fixed by the Engineer-in-Charge.
28. **Time Of Contract** - Time allowed for carrying out the work as entered in the Detailed Notice Inviting Tenders shall be strictly observed by the contractor and shall be reckoned as defined in clause 2 of the conditions of the contract.
29. **Payment By Cheque**- The payment for the work done will be made by cheque. Bank commission charges on releasing such payments through demand draft on the request of the contractor will be borne by him.
30. **Acceptance of Tender** - The authority competent to accept the tender reserves the right of accepting the tender for the whole work or for a distinct part of it, or distributing the work between one or more bidders.
31. **Agreement and Work Programme :-**
- 31.1 **Execution of Agreement-** - The bidder, whose tender has been accepted, hereinafter referred to as the contractor will execute the agreement in the prescribed form, within 10 days of the date of communication of the acceptance of his tender by the General Manager, PIU.

Failure of the successful bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award of work and

forfeiture of the earnest money deposit. The contractor shall also be debarred from participating in MPRRDA tenders for one year.

- 31.2 Construction Programme:** The contractor shall submit a detailed month-wise construction programme within 14 days of the notice to commence the work. The programme may be reviewed and revised every month.

If progress of a crucial item of work, which is important for timely completion of work, is unsatisfactory, the Engineer-in-charge, notwithstanding that the general progress of the work is satisfactory, be entitled to take action under clause 3 of the contract after giving 10 days notice in writing to the contractor and the contractor shall have no claim for compensation for any loss sustained by him owing to such action

32. Performance Security/Security Deposit -

The security deposit to be taken for the due performance of the contract under the terms and conditions printed on the tender form will be 10% of the contract amount.

- (a) Performance Security / security deposit equal to two and half percent of the contract amount will be deposited by the successful bidder at the time of agreement in the form of interest bearing security or unconditional bank guarantee of schedule commercial bank.
- (b) Seven & half percent Performance Security / security deposit shall be retained from each running account bills till the amount of security deposit and performance security together is equal to 10% of the contract amount.
- (c) Security deposit to the extent of 2.5% shall be refunded to the contractor after payment of the final bill and the balance 7.5% after rectification of defects, if any, noticed during the Defect Liability Period and issue of “No Defect Liability Certificate”.

33. Technical Personnel

- (a) The contractor shall employ technical personnel as detailed in Annexure - H during the execution of work.
- (b) The contractor should give a certificate that the Engineers / Diploma holder Engineers are exclusively in his employment.
- (c) The retired Assistant Engineer who is holding a Diploma may be treated at par with the Graduate Engineer for the operation of this clause.

34. Defects Liability and Maintenance Period :-

"Defect" means any item of the work not completed in accordance with the specifications as per clause 12 of contract agreement.

The **"Defects Liability & Maintenance Period"** is two years calculated from the date of completion as mentioned in completion certificate issued by Engineer-in-Charge as per clause - 6 of contract agreement and additional 45 days for inspection of work by the Engineer-in-Charge.

Contractor shall also be responsible for regular maintenance of roads for two years for which no separate payment shall be made. Brief details of the maintenance activities to be attended by the contractor are given in annexure L during this defect liability/maintenance period contractor shall keep the entire road length and CD works under the contract in defect free and traffic worthy condition.

"No Defect Liability Certificate" in the form appended with the conditions of contract shall be issued by the Engineer-in-Charge, after expiry of the Defect Liability/maintenance period of 2 years and 45 days and upon contractor attending maintenance works and rectification of defects, if any, pointed out by the Engineer incharge.

If any kind of defect in construction work is found during the defect liability period, then it would be rectified by the contractor at his own cost within 15 days from the date of notice issued by Engineer-in-Charge in writing. If the contractor fails to rectify the defects or attend maintenance works within 15

days, the Engineer-in-Charge shall get repair or rectification works done through other agency at the cost and risk of the contractor. The amount of expenses on repairing or removal of such defects of the work (for which the certificate of Engineer-in-Charge shall be final) shall be deducted from his security deposit. After two years, during inspection of Engineer-in-Charge if quality of construction works and road condition is found satisfactory, remaining amount of the security deposit shall be refunded. If amount of expenses of repairing of the work and rectification of defects is in excess of the amount of security deposit then such excess amount shall be recoverable from any other amount due or may become due to the contractor or as arrears of Land Revenue.

35. **Supervision and Quality Control Consultant** – MPRRDA may appoint Supervision and Quality Control Consultant for day to day supervision and quality control of the work who shall act as Engineer under the overall control of General Manager in-charge of the PIU. Consultant shall have power to issue instruction to the contractor, exercise quality control, take measurements of the work and certify contractor's payment as per terms and conditions given in the agreement between consultant and General Manager, PIU.
36. Contractors who are debarred by MPRRDA are not allowed to participate in the tenders unless otherwise decided by MPRRDA.
37. **Conditions Applicable to Contract** - All the conditions of the N.I.T will be binding on the contractor in addition to the conditions of the contract. Following documents annexed to this NIT shall also form part of the Contract:-
- (a) Annexure – A Format of Bill of quantity
 - (c) Annexure – B Format of Technical Qualification
 - (d) Annexure – C Brief Specifications, Technical Notes and Typical Cross Section Of Gravel Roads.
 - (e) Annexure - C1, C2, C3 and C4 Type design for kilometer stones, 200 meter stones, boundary stones/guard stones and code of practice for road signs respectively.
 - (f) Annexure – D Equipment for the Field Testing Laboratory

- (g) Annexure – **E** Quality Control Tests and Frequency thereof for Cross Drainage Works
- (h) Annexure – **F** Mandatory Tests and Frequency thereof
- (i) Annexure – **G** Contractors Labour Regulations
- (j) Annexure – **H** Technical Personnel
- (k) Annexure – **I** Deleted
- (l) Annexure – **J**- Brief details of maintenance activities.

Chief General Manager
Madhya Pradesh Rural Road Development
Authority, Bhopal

Section I - Annexures

ANNEXURE –A

Schedule of Items of work to be executed :-

Name of Work :- Construction / Upgradation of Rural Roads and Cross Drainage Works
in package number..... under Mukhya Mantri Gram Sadak Yojana
(MMGSY)
in District

| S.No. | S.No. of SOR | Particulars of item of work as per SOR | Unit | Quantity |
|-------|-----------------|---|------|----------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

ANNEXURE – B

(as referred to in clause 7 of NIT)

FORMAT OF TECHNICAL QUALIFICATION

Name of Work :- Construction / Upgradation of Rural Roads and Cross Drainage Works in package number.....under Mukhya Mantri Gram Sadak Yojana (MMGSY)

FIRM'S ORGANIZATIONAL STRUCTURE SHALL BE FURNISHED AS UNDER :-

1. Name of Firm / Organization / Individual
If proprietary firm name of proprietor
2. Class of Registration as Contractor and Registration Authority
If registration is of other state/central Govt. department certificate of department indicating the amount upto which eligible to bid for tender.
3. Head Office Address
4. Power of Attorney in favour of authorized signatory
Name
E-mail ID
Telex No.
Telephone No.
Mobile No.
5. Local / Regional Address (if any)
Telex No.
E-mail ID
Telephone No.
Mobile No.
6. Name of Partners in case of partnership firm Percentage of Stake
1.

2.

3.

7. Firm / Organization's Registration Certificate :-

..... (Number) (Date)

(Attach certified copy of registration)

8. Permanent Account Number :- (PAN is necessary.)

9. Service Tax Registration Number and date:-

10. Self attested copies of original documents defining the constitution or legal status (Partnership Deed/Article of Association/Memorandum of Association), place of registration, principal place of business; certificate of registration as contractor and written power of attorney of the authorized signatory of the tender to commit the tenderer;

(A) Statement showing turn over of the tenderer for Civil Engineering construction works during the last 5 years (including current year)

(duly certified by the Chartered Accountant)

| Financial Year | Turn over | |
|-------------------|-----------|---------|
| | Actual | Indexed |
| | | |
| | | |
| | | |
| | | |

(B) Statement showing the value of similar work completed in the last 5 years (including current year) as prime contractor (duly certified by an officer not below the rank of the **Executive Engineer** concerned)

(i) year :.....

(ii) Name of Division :.....

(iii) Name of work completed :

| Items or combination thereof for experience of similar works completed | Quantity | Value of item of work |
|--|----------|-----------------------|
| Earthwork | | |
| Granular sub-base | | |
| Water bound macadam Sub-base course | | |
| Base course | | |
| Wet mix macadam base course | | |
| Gravel base course | | |
| Surface course | | |
| Masonry work for cross drainage works | | |
| Concrete work for cross drainage works | | |

(C) Statement showing the value of balance work / existing commitments

(duly certified by the contractor)

| Name of division | Name of work | Contract No. | Contract amount | Work order number and date | Value of work done | Value of balance work |
|------------------|--------------|--------------|-----------------|----------------------------|--------------------|-----------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(D) Subletting - Items of work upto 25 percent of the contract price may be permitted for subletting. If the tenderer desires to sublet the items of work upto to the extent mentioned above he may identify such items of work in the format hereunder.

Name of the Sub Contractor :-

| S.No. | Items of the work | Quantity | Rate as per SOR | Amount |
|-------|-------------------|----------|-----------------|--------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Further the contractor shall submit technical qualification of the sub contractor in whose favour subletting is proposed in the same formats in which he himself has submitted the information for technical qualification.

(E) Details of Works abandoned -

| S.No. | Name of Work | Agreement No. and Date | Name of Organization awarding the work | Probable amount of contract | Reasons for abandonment |
|-------|--------------|------------------------|--|-----------------------------|-------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

(F) Details of Works rescinded for reasons attributable to be contractor :-

| S.No. | Name of Work | Agreement No. and Date | Name of Organization awarding the work | Probable amount of contract | Reasons for rescission |
|-------|--------------|------------------------|--|-----------------------------|------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

(G) History of Litigation

| S.No. | Name of Work | Agreement No. and Date | Name of Organization awarding the work | Probable amount of contract | Reasons for Litigation in brief |
|-------|--------------|------------------------|--|-----------------------------|---------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

(H) Details of Financial Failure due to bankruptcy :-

| S.No. | Name of Work | Agreement No. and Date | Name of Organization awarding the work | Probable amount of contract | Stage of failure |
|-------|--------------|------------------------|--|-----------------------------|------------------|
| 1 | | | | | |
| 2 | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

- (I) Affidavit** – Contractor shall submit an affidavit on non-judicial stamp on Rs. 100/- duly notarized in the appended format in support of the correctness of the information and self attached documents furnished by him.

Signature
Authorized Signatory

(Name in Full of Signatory)

AFFIDAVIT

- (1) I.....S/o
Shri..... Proprietor/Partner/Authorized Signatory
of M/s.....
.....Age about
.....years Resident of
solemnly affirm on oath as under:-
- (2) The information, self attested certified copies of the documents supplied with the technical qualification, undertaking given and certificates attached by me/us with the Tender are true, correct and genuine in all respects.
- (3) That none of my near relatives, as defined in the Notice Inviting Tender are in employment of the MPRRDA.
- (4) That any information, even after award of contract or subsequently, is found to be incorrect, the Department may forfeit my/our Earnest Money Deposit and other deposits and debar me/us for this tender and future tenders and my/our name removed from the approved list of contractors in any branch of the Department.

Place :-

Deponent

Date :-

Verification

I....., S/o Shri verified on oath that all the contents of this affidavit from 1 to 4 are true and correct as per my best knowledge and best memory. I have neither expressed anything incorrect nor have suppressed any truth or any material fact.

Place :-

Deponent

Date :-

ANNEXURE – C

(as referred to in clause 16.1 of NIT)

Brief Specifications and Technical Note for Gravel Roads

(A) A typical cross section of the gravel road is enclosed -

- (1) All cross drainage works, small bridges and culverts shall be constructed under this contract.
- (2) Base course and surface course shall be constructed under this contract.

(B) **Specifications -**

Following specifications shall be followed:-

- (i) **IRC: SP:77- 2008** - Manual for design construction and maintenance of Gravel Roads.
- (ii) **IRC: SP-72 – 2008** – Guidelines for the design of flexible pavement for low volume rural roads.
- (iii) Ministry of Rural Development (MORD) Specifications for Rural Roads published by the Indian Roads Congress.
- (iv) **IRC: SP-20 - 2002** - Rural Road Manual
- (v) **IRC: SP-13-2004** - for cross drainage works, small bridges and culverts.
- (vi) **IRC: 67-2010** - for road signage.
- (vii) **IRC: 26-1967** - for 200 meter stone.
- (viii) **IRC: 8-1980** - for kilo meter (km) stone.
- (ix) **IRC: 25-1967** - for boundary stone.
- (x) **IRC: 30-1968** - for letters and numerals.

(C) Material

- (i) The required material of gravel for base course shall be of not less than 30% CBR and surface course shall be of not less than 20% CBR. If such material is not available the available stone crusher run material be compulsorily blended with gravel material to achieve the required CBR. Other parameters shall be as per IRC SP-77-2008.
- (ii) For more than 300 mm dia hume pipes used in culverts NP3 of ISI make (as per IS 458-2003) will be allowed. In exceptional cases where ISI make hume pipes are not available non ISI NP3 hume pipes conforming to IS 458-2003 will be allowed with prior approval of the Chief General Manager.
- (iii) Binding wire of 12 SWG shall be used for RCC work.

(D) Quality Control

The regular quality control tests of material prior to construction of work, during the construction and on completion shall also be carried out by the contractor's, Engineer in presence of the Consultants/Engineer-in-Charge or their authorized representative.

ANNEXURE – C as referred to in clause 16.1 of NIT

GRAM SAMPARK SADAK Yojana TYPICAL CROSS SECTION OF GRAVEL ROAD

TOP WIDTH = 6.00m., ESAL = 50,000 - 1,00,000

| Sl. No. | Particulars | Quantity | Unit |
|---------|----------------|----------|------|
| 1 | Subgrade | 1.00 | m |
| 2 | Base Course | 1.00 | m |
| 3 | Surface Course | 1.00 | m |
| 4 | Shoulder | 1.00 | m |
| 5 | Earthwork | 1.00 | m |
| 6 | Water Drain | 1.00 | m |

| SUBGRADE CBR | CRUST THICKNESS |
|--------------|-----------------|
| 5-8% | 275mm |
| 7-9% | 225mm |
| 10-15% | 175mm |

SURFACE COURSE = 30mm
(14 additional Crust Thickness)



ANNEXURE – C1

(as referred to in clause 16.1 of NIT)

TYPE DESIGN FOR KILOMETRE STONES

- 1.1 Type design for kilometre stones shall be as given in IRC:8–1980.
- 1.2 The kilometre stones shall uniformly be of one size as shown in the enclosed diagram.

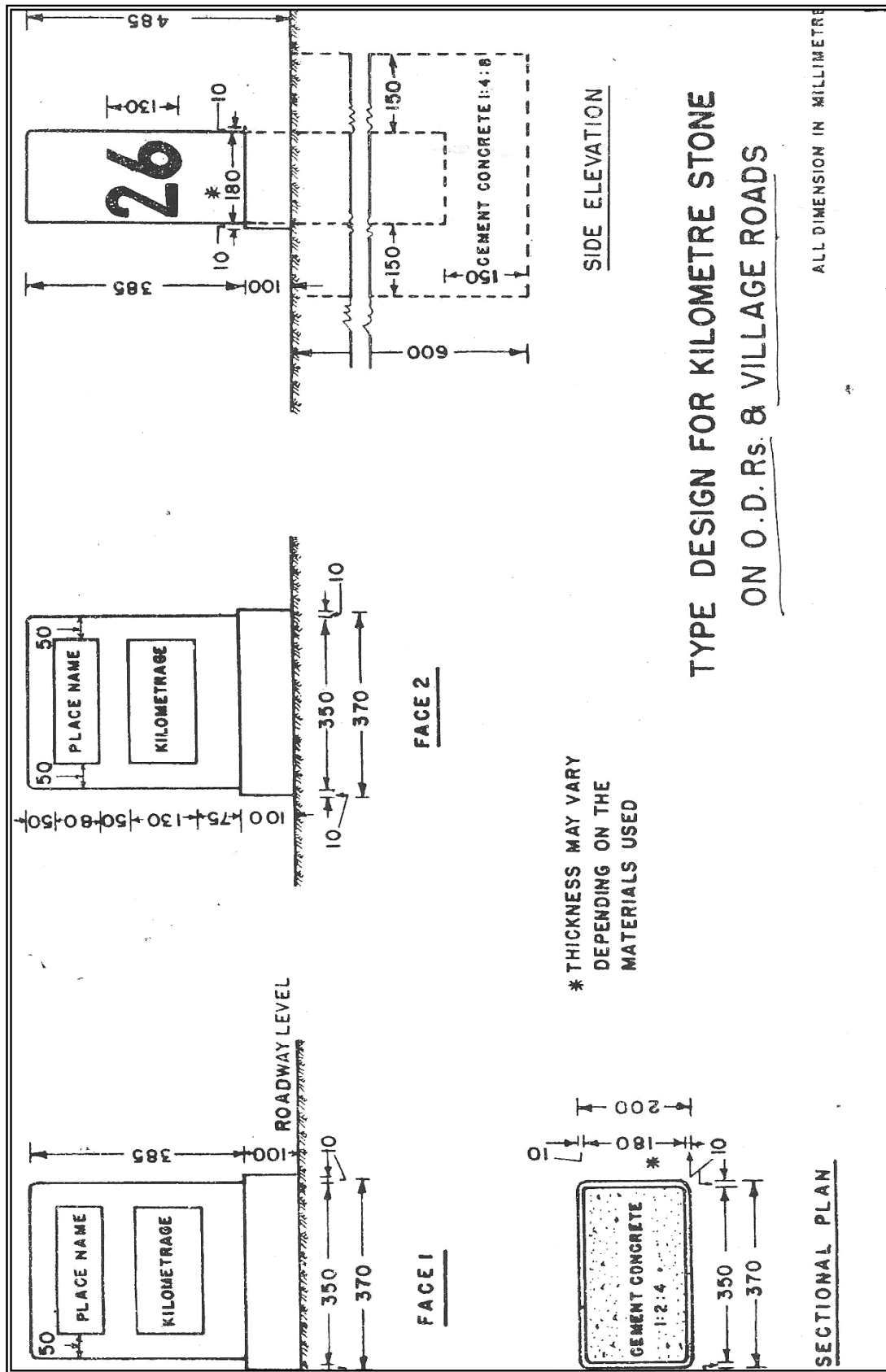
Material -

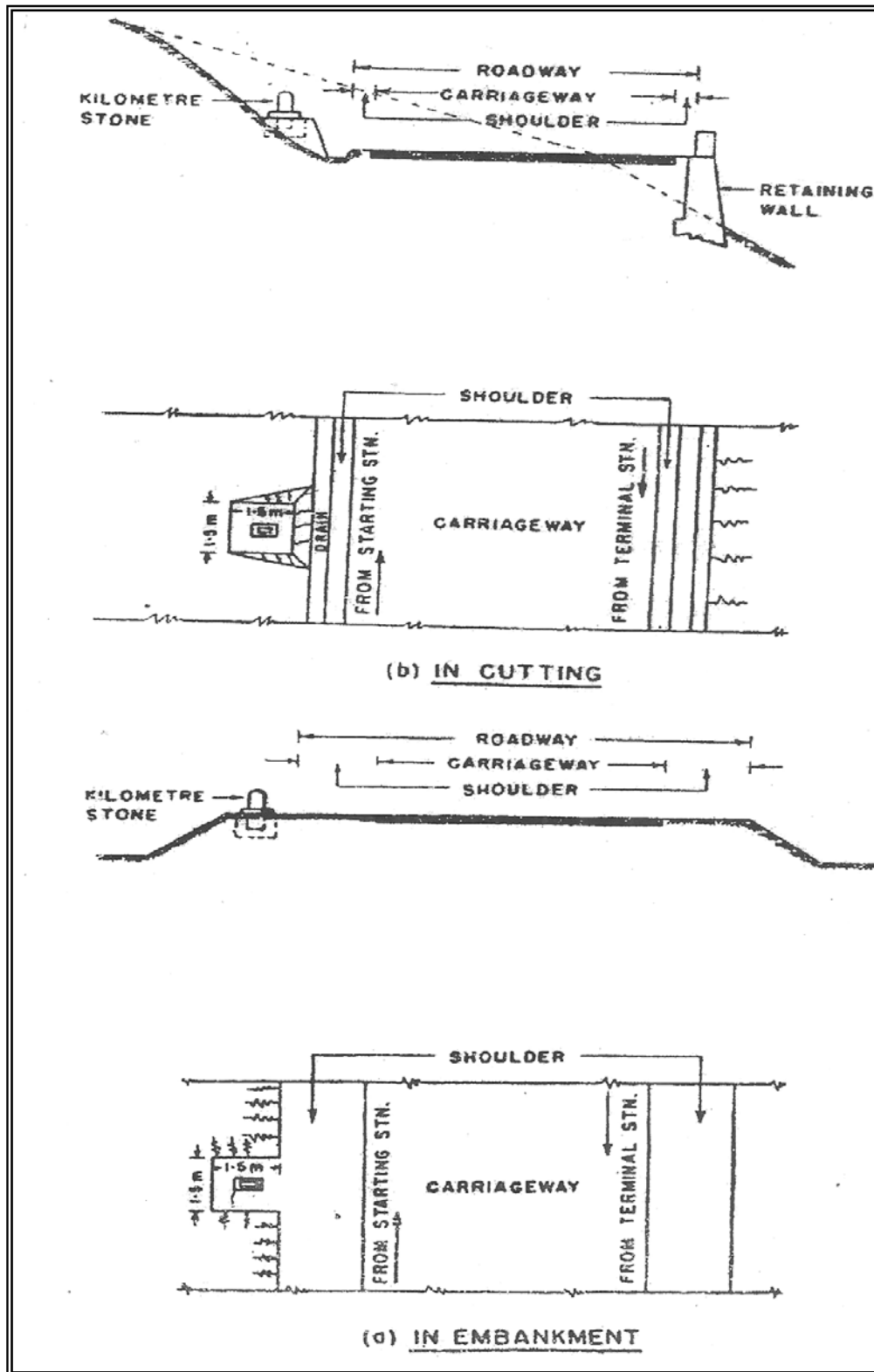
- 1.3 Kilometre stones may be made of suitable material, available locally, such as hard stone, cement concrete etc.
- 1.4 On each kilometre stone, its number shall be inscribed on the side of the stone facing the carriageway as shown in the enclosed diagram.

1.5 Size, Shape and Spacing of Letters/Numerals -

1.5.1 Letters and numerals on kilometre stones shall be of the following size:

| | | |
|---|----------|---------------|
| <i>Height of letters for Place Name</i> | <i>-</i> | <i>80 mm</i> |
| <i>Height of numerals for Kilometre stone</i> | <i>-</i> | <i>130 mm</i> |
| <i>Height of numerals for Route Number</i> | <i>-</i> | <i>100 mm</i> |





ANNEXURE – C2
(as referred to in clause 16.1 of NIT)

TYPE DESIGN FOR 200-METRE STONES (HECTOMETER STONE)

2.1 – Introduction – 0.2 km./200 metre stones (hectometer stones)

Type design for ‘200-metre’ Stones shall be as per IRC:26-1967.

2.2- Material –

200-Metre Stones shall be of locally available well-dressed hard stone or reinforced cement concrete.

2.3- Location and fixing –

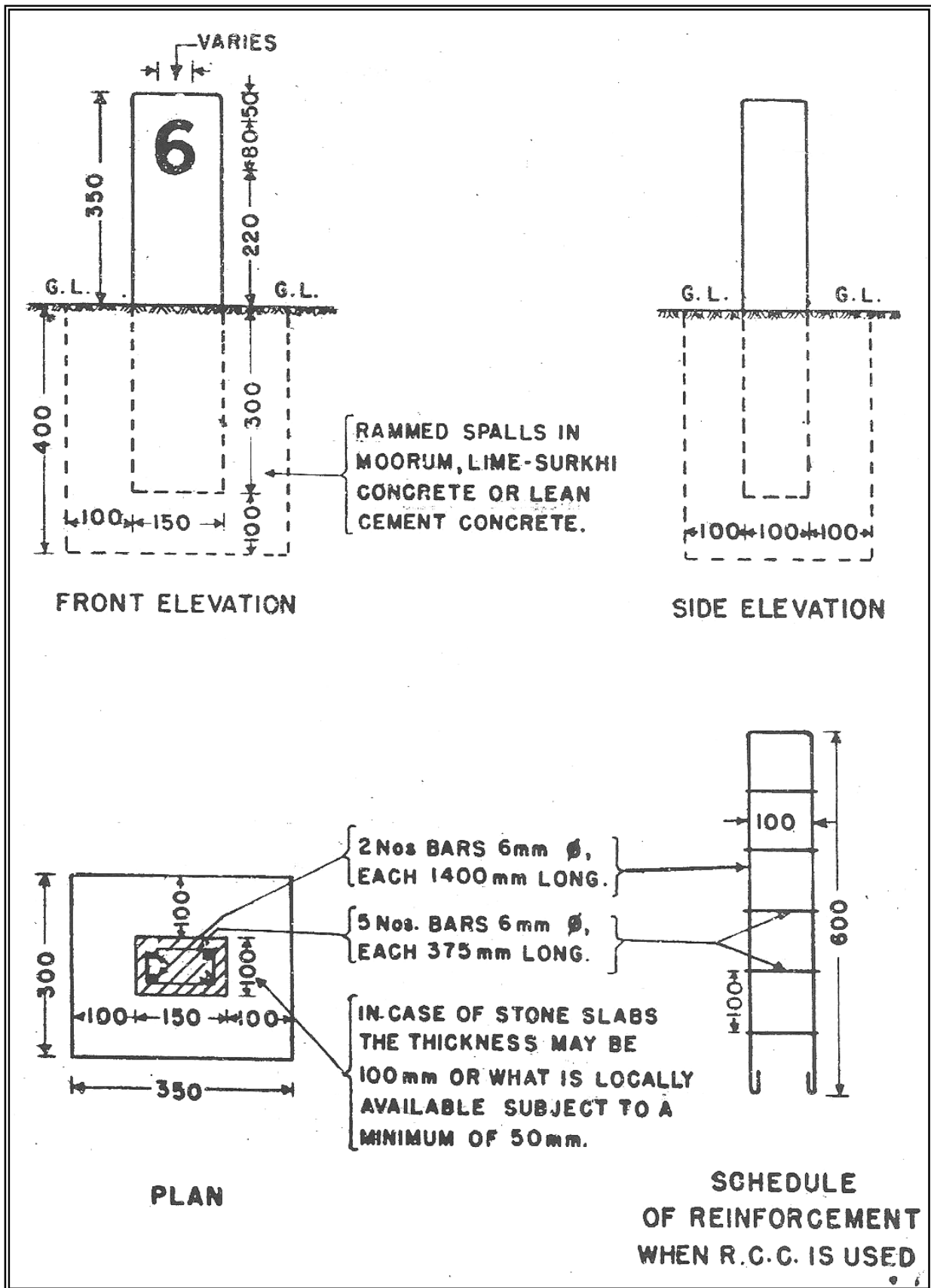
200-Metre Stones are to be located on the same side of the road as the one having the Kilometre Stones. The stones may be fixed in position with rammed spalls in moorum, lime and surkhi or lean cement concrete all round. They should be planted securely just beyond the edge of the formation with their side bearing the inscription facing and parallel to the centre line of the road.

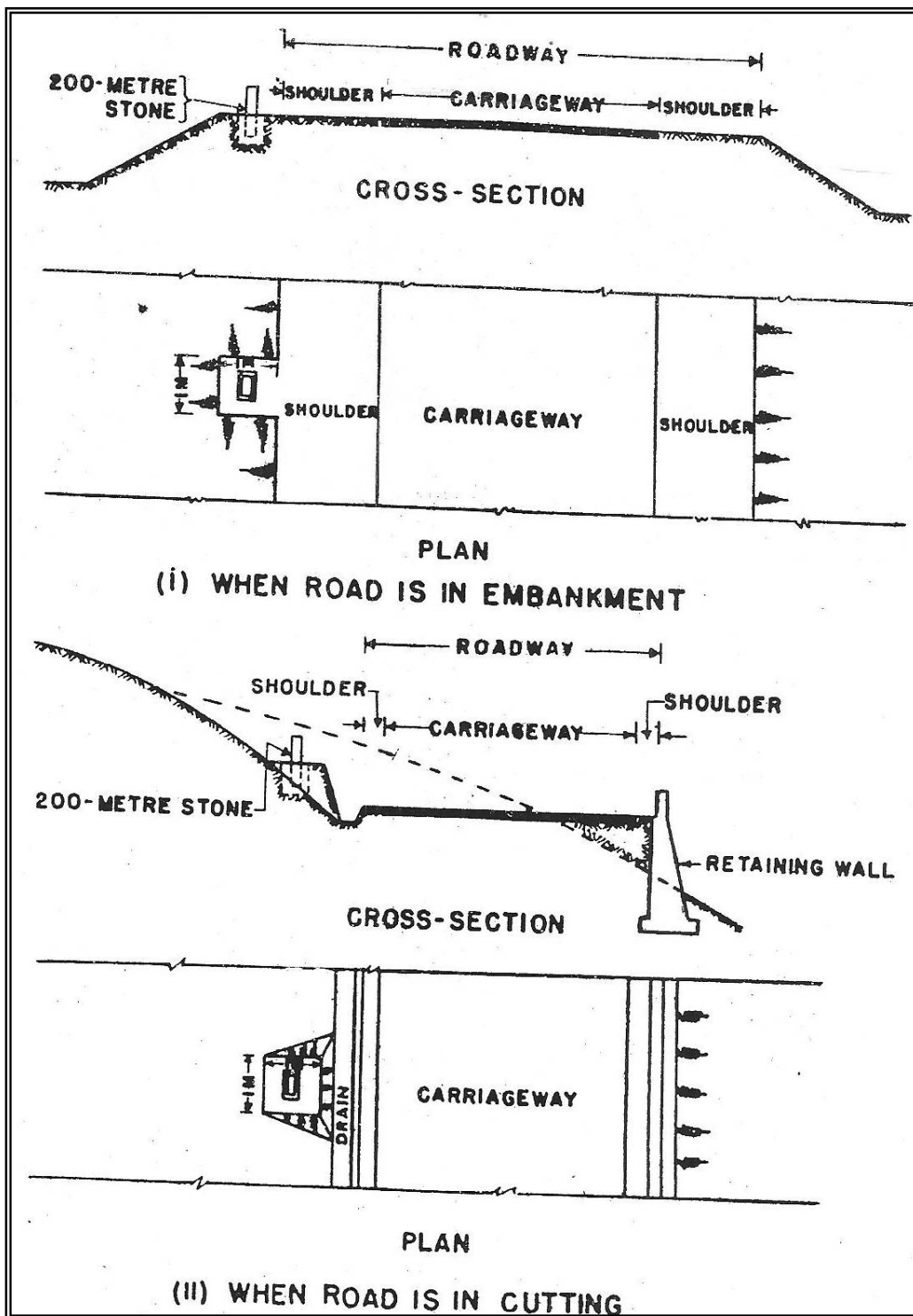
2.4- Inscription –

The inscription carried by the stones shall be the numerals 2, 4, 6 and 8 marked in an ascending order in the direction of increasing kilometerage away from the starting station. The numerals shall be 80 mm high and shall conform to the type as shown in the enclosed diagram. These may be either painted or, preferably, engraved. The colour of the numerals shall be black on a white background on all categories of roads.

Type design for 200-Metre Stones **ALL DIMENSIONS IN MILLIMETRES**

IRC : 26-1967





ANNEXURE – C3

(as referred to in clause 16.1 of NIT)

TYPE DESIGN FOR BOUNDARY STONES AND GUARD STONES

3.1 Material -

Guard stones shall be of locally available well-dressed hard stone and boundary stone of reinforced cement concrete as per IRC:25-1967.

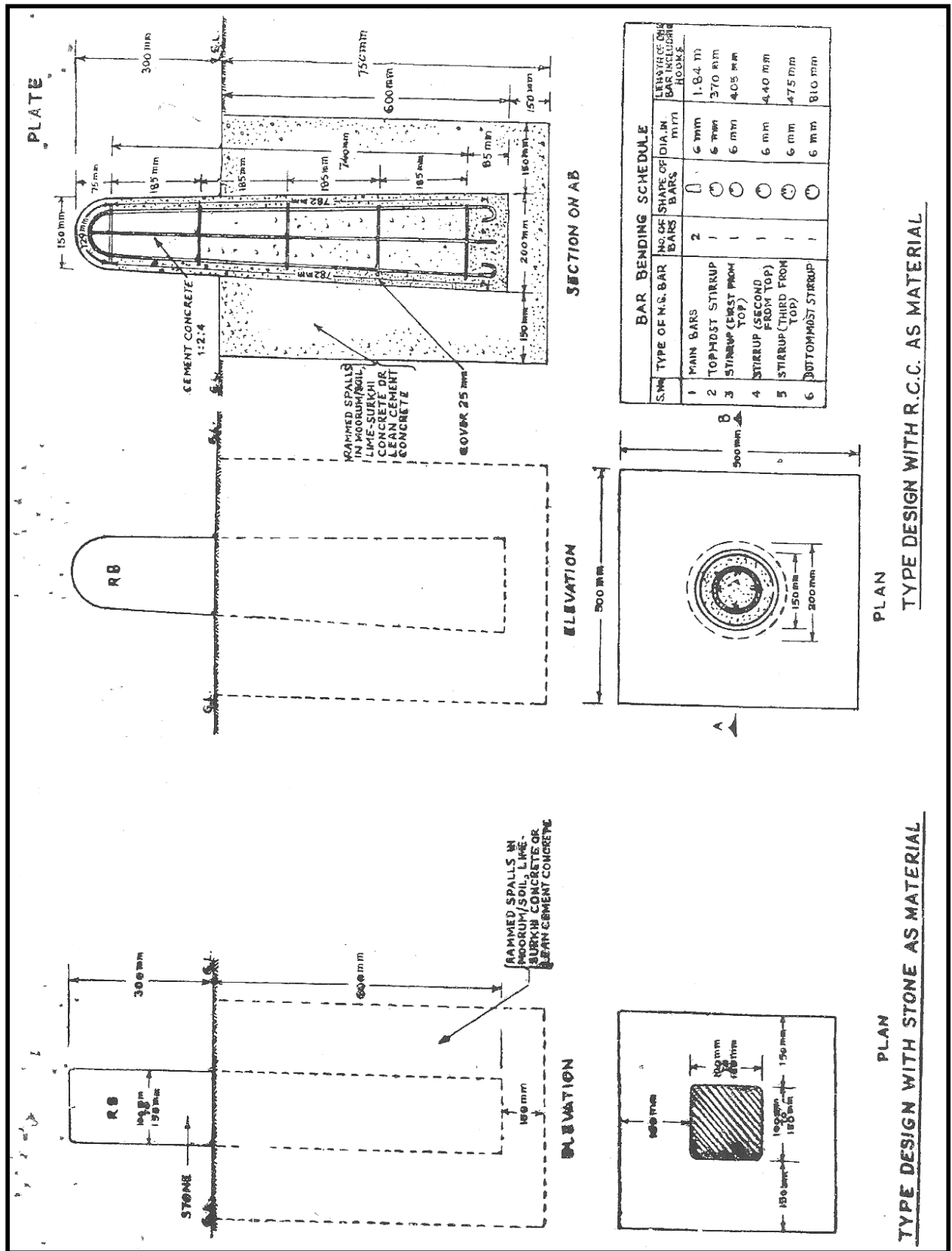
3.2 Specifications

3.2.1 Mode of Fixing

Boundary stones shall project 300 mm above ground with the lower 600 mm going into the foundation. Where the natural soil at the base is good, the stones may be fixed in position by ramming spalls and moorum or soil all round. But these have to be encased in at least 150 mm of lime surkhi concrete, or lean cement concrete in the following cases:

- (1) Where wet cultivation abuts the road-land and boundary stones are apt to be displaced during agricultural operations;
- (2) Where the road runs in built-up areas;
- (3) Where the boundary stones are intended to serve as permanent landmarks;
and
- (4) Where boundary stones are used as guard stones on high embankment or road is in lake side/river side.

TYPE DESIGN FOR BOUNDARY & GUARD STONES



ANNEXURE – C4
(as referred to in clause 16.1 of NIT)
CODE OF PRACTICE FOR ROAD SIGNS

Specifications for Road Signs :- Code of Practice for Road Signs shall be followed as laid down in IRC : 67-2010.

Roads signs :- Road signs shall be classified as under :-

1- Mandatory / Regulatory signs-

- (i) 'Stop' and 'Give Way' signs
- (ii) 'Prohibitory' signs.
- (iii) 'No Parking' and 'No Stopping' signs.
- (iv) 'Speed Limit' and 'Vehicle Control' signs.
- (v) 'Restriction Ends' sign, and
- (vi) 'Compulsory Direction Control' and other signs.

2- Cautionary/ Warning Signs

- (i) Hairpin Bend
- (ii) Narrow Bridge and other signs

3- Informative Signs :-

- (i) Direction and Place Identification Signs.
- (ii) Facility Information Signs
- (iii) Other Useful Information Signs
- (iv) Parking Signs, and
- (v) Flood Gauge.

ANNEXURE –D
(as referred to in clause 18.1 of NIT)
List of Essential Equipment for Quality Control

| S.No. | Description | Quantity | S.No. | Description | Quantity |
|-------|--|------------|-------|--|-----------|
| 1 | Digging tools like pick axe, shovel, etc. | One set | 20 | Post Hole Auger with extensions | One set |
| 2 | IS Sieves Nos. with lid and pan (90 mm, 80 mm, 63 mm, 53 mm, 45 mm, 37.5 mm, 26.5 mm, 19 mm, 13.2 mm, 11.2 mm, 9.5 mm, 4.75 mm, 2.8 mm, 5.6 mm, 3.35 mm, 2.36 mm, 600 Micron, 425 Micron, 300 Micron, 150 Micron, 180 Micron, 90 Micron and 75 Micron) | One set | 21 | Measuring tape, spatula, glassware, porcelain dish, pestle mortar | One set |
| 3 | Sand Pouring Cylinder with tray complete for field density test | One set | 22 | Standard Proctor Density Test Apparatus with rammer | One set |
| 4 | Speedy moisture meter complete with chemicals | One set | 23 | Electronic/digital balance 1 kg with the least count of 0.01 gm | One No. |
| 5 | Straight Edges 3.00 metre width | Two No. | 24 | Camber Board | Two No. |
| 6 | Liquid Limit and plastic limit testing apparatus complete with water bottle and glass wares | One set | 25 | Core Cutter (10 cm dia) 10cm/15cm height complete with dolly and hummer. | One Set |
| 7 | Electronic/digital balance 5 kg | One No. | 26 | CBR Testing machine | One No. |
| 8 | Pan balance with weight box, 5 kg. | One No. | 27 | Oven (ambient to 200°C | One No. |
| 9 | Slump cone | Two No. | 28 | Digital Thermometers | Three No. |
| 10 | Concrete cube moulds (150 mm X 150mm) | Twelve No. | 29 | Aggregate Soundness test apparatus | One No. |
| 11 | Free swelling index test apparatus | Six No. | 30 | Concrete cube testing machine | One No. |
| 12 | Flakiness and elongation testing gauges | Two No. | 31 | First aid box | One set |
| 13 | Water absorption test apparatus | One No. | 32 | Sampling Pipette | One No. |

| S.No. | Description | Quantity | S.No. | Description | Quantity |
|-------|---------------------------------|-----------|-------|--------------------------|----------|
| 14 | Specific gravity test apparatus | One No. | 33 | Balance | One No. |
| 15 | B.S. compaction apparatus | One No. | 34 | Dial Gauges | Six No. |
| 16 | Proving rings | One each | 35 | Thickness gauge | One set |
| 17 | Glass ware | One set | 36 | Water still (4 ft.) | One No. |
| 18 | Auto level and staff | Three No. | 37 | A.I.V. testing equipment | One No. |
| 19 | Rapid moisture meter | One No. | | | |

The above list of essential equipment for quality control is for guidance and is not complete. Other apparatus and equipment as desired/required by the Engineer-in-Charge shall be procured by the Contractor.

ANNEXURE - E

(as referred to in clause 18.3 of NIT)

Quality Control Tests and Frequency thereof for Cross Drainage Works

| S.No. | Name of Material | I.S. Code | Frequency of test |
|-------|--|--|--|
| 1 - | Ordinary Portland Cement / PPC etc. Physical and chemical tests | I.S. 269 I.S. 455 I.S. 1489 I.S. 8112 I.S. 12269 | Once for each source of supply and occasionally when called for in case of long/improper storage. Besides, the contractor also shall submit daily test data on cement released by the manufacturer |
| 2 - | <u>Coarse and Fine aggregates :-</u> | | |
| | (a) Gradation | I.S. 2386 (Part 1) | One test for each day's work. |
| | (b) Deleterious constituents | I.S. 2386 (Part 2) | One test for each day's work. |
| | (c) Water absorption/content | I.S. 2386 (Part 3) | Regularly as required subject to a minimum of one test a day for coarse aggregate and two tests a day for fine aggregate. This data shall be used for correcting the water demand of the mix on daily basis. |
| 3 - | <u>Coarse Aggregate :-</u> | | |
| | (a) Aggregate Impact Test | I.S. 2386 (Part 4) | One test per source |
| | (b) Soundness | I.S. 2386 (Part 5) | One test per source |
| | (c) Alkali aggregate reactivity | I.S. 2386 (Part 7) | One test per source |
| 4 - | <u>Water :-</u> | | |
| | (a) Chemical Test | I.S. 456 | Once for approval of source of supply, subsequently only in case of doubt. |
| 5 - | <u>Mandatory Test for Workmanship :-</u> | | |
| | (a) Strength of concrete | I.S. 516 | Minimum 6 cubes and 6 beams per day's work (3 each for 7 day and 28 day strength) |
| | (b) Workability of fresh concrete- Slump Test | I.S. 1199 | One test per 3 cum of concrete at paving site or one test for each dumper laid at plant site. |

Source - Ministry of Rural Development - Specifications for Rural Roads, published by the Indian Road Congress in August 2004.

ANNEXURE - F

(as referred to in clause 18.3 of NIT)

MANDATORY TYPE OF TESTS AND FREQUENCY THEREOF

| S.No. | Type of Tests | Frequency of Tests |
|-------|---|--|
| 1- | Earth Work: Embankment/Subgrade/Earthen Shoulder | |
| | (a) Lab Test :- | |
| | (i) Free Swelling Index | Each soil type to be tested, one test per 4000 cum of soil |
| | (ii) MDD/OMC | Each soil type to be tested, one test per 4000 cum of soil |
| | (iii) Plasticity Test (Atterberg Limit) | Each soil type to be tested, one test per 4000 cum of soil |
| | (iv) CBR for Subgrade | One CBR test for every 5000 cum atleast or closer as and when required |
| | (b) Field Test :- | |
| | (i) Moisture Content | 1 in 250 cum for each layer, subject to a maximum of 4 tests per day |
| | (ii) Degree of Compaction | One set of the test per 2000 sqm area comprising 5 to 6 measurements |
| 2- | Gravel : Base/Surface Course/Hard shoulder | |
| | (a) Gradation (IS:2720 part 4) | 2 tests per 500 cum subject to a minimum of 2 test per day |
| | (ii) Atterberg's Limit (IS:2720 part 5) | 2 tests per 500 cum subject to a minimum of 2 test per day |
| | (iii) Placement moisture content (IS:2720 part 2) | 2 tests per 500 cum subject to a minimum of 2 test per day |
| | (iv) Degree of compaction (IS:2720 part 28) | One set of the test per 2000 sqm area comprising 5 to 6 measurements |
| | (v) CBR (IS:2720 part 16) | 1 in 1000 cum |
| | (vi) Aggregate Impact Value (IS:2386 part 4) | 1 in 250 cum or source |
| | (vii) Water Absorption (IS:2386 part 3) | 1 test per source |
| | (viii) Flakiness Index (IS:2386 part 1) | 1 in 250 cum or per day |

Source : Quality assurance hand book for rural roads volume 1 issued by NRRDA.

ANNEXURE - G

(as referred to in clause 21 of NIT)

CONTRACTORS LABOUR REGULATIONS

The contractor shall pay not less than fair wages 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 Public Works 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 contractor 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 for the performance of his contract the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The **GM PIU** shall have the right to deduct from the money due to the contractor any sum required estimated to be required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from their wages which are not justified by their terms of the contract or non-observance of regulation.
- (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 contractor.
- (f) The regulations aforesaid shall be deemed to be 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 license under the Contractor Labour Regulation and Abolition Act, 1970 in force and rules made there-under by the competent authority from time to time before commencement of work and continue to have valid licenses until the completion of the work.

Any failure to fulfill 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 - H
(as referred to in clause 33 of NIT)

Technical Personnel

The contractor shall employ the following technical staff during the execution of work.

| Position | Minimum Qualification | Number | | Experience (In Years) | | |
|-----------------------|---|---------------------------------|-------------------------------------|-----------------------|------------------|---------------------|
| | | For work costing upto 100 lacs. | For work costing above 100.00 lacs. | Total Experience | In Similar Works | In Similar Position |
| Project Engineer | BE (Civil) | 01 | 01 | 5 | 03 | 01 |
| Material Engineer | BE | - | 01 | 05 | 03 | 01 |
| Laboratory Technician | Diploma (Laboratory Technician Or equivalent) | 01 | 02 | 03 | 02 | 01 |
| Field Engineer | Diploma (Civil Engineer) | One per cluster | Two per cluster | 03 | 02 | 01 |

- 1- The contractor shall have to indicate the names of the key personnel at the time of submission of tender. Replacement of key personnels shall ordinarily be not permitted. However, the Engineer-in-charge may approve as a special case any proposed replacement of these personnel only if their qualifications, abilities and relevant experience are in conformity with the requirements indicated above.
- 2- If the Engineer-in-charge asks the contractor to remove a person who is a member of the contractor's staff or his workforce stating the reasons, the contractor shall ensure that the concerned person leaves the site within seven days and has no connection with the present work under the contract.
- 3- In case the contractor fails to employ the requisite technical staff as aforesaid, he shall be liable to pay to the department a sum of Rs. 20,000 (Twenty Thousand only) for each month of default in case of any person not deployed on the work.
- 4- Continuous absence of key personnel of the contractor for more than three months on the contract work will entail to rescind the contract.
- 5- The contractor shall employ Technical Staff during the execution of work. The Technical staff should be available at site whenever required by the Engineer-in-Charge to take instructions.

- 6- The contractor should give the names and details of the Graduate Engineer/Diploma Holder Engineer whom he intends to employ or who is under his employment on the work at the time of commencement of the work. The Contractor should give a certificate that the Engineer/Diploma Holder Engineer is exclusively in his employment.
- 7- It is not necessary for the contractor's partner in the case of firm/company who is himself an Engineer/Sub-Engineer to employ another Engineer/Sub-Engineer for the supervision of work.
- 8- The retired Assistant Engineer who is holding a Diploma may be treated at par with the Graduate Engineer for the aforesaid operation. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay the penalty.

Annexure – J

Brief details & Periodicity of Routine Maintenance Activities

| Sl. No. | Name of Item/Activity | Frequency of operations in the year |
|----------------|---|--|
| 1 | Restoration of rain cuts and dressing of berms as per clause 1902 of the Specifications. | Once generally after rains or as and when required). |
| 2 | Making up of shoulders as per clause 1903 of the Specifications. | As and when required |
| 3 | Maintenance of drains as per clause 1907 of the Specifications. | Twice (In case of hill roads as and when required). |
| 4 | Maintenance of culverts and cause ways as per clause 1908 and 1909 of the Specifications. | Twice (In case of hill roads as and when required). |
| 5 | Maintenance of road signs as per clause 1910 of the Specifications. | Maintenance as and when required. Repairing once in every two years. |
| 6 | Maintenance of guard rails and parapet rails as per clause 1911 of the Specifications | Maintenance as and when required. Repairing once in a year. |
| 7 | Maintenance of 200 m and Kilo Meter stones as per clause 1912 of the Specifications. | Maintenance as and when required. Repairing once in a year. |
| 8 | White washing guard stones | Twice in a year |
| 9 | Re-fixing displaced guard stones | Once in a year |
| 10 | Cutting of branches of trees, shrubs and trimming of grass and weeds etc. as per clause 1914 of the Specifications. | Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required. |
| 11. | White washing parapets of C.D. Works | Once in a year |
| 12. | Maintenance of carriageway any depression, ruts etc., are to be filled and maintained. | As and when required |

CONDITIONS OF CONTRACT

DEFINITION OF TERMS USED IN THE CONTRACT

1. **“Authority”** means M.P. Rural Road Development Authority.
2. **“Contract”** means Notice Inviting Tenders (NIT), instructions to bidders, conditions of contract and documents submitted by the tenderer and the acceptance thereof including the contract agreement executed between the **GM PIU** on behalf of the MPRRDA and the Contractor.
3. **“Contract Price”** means the cost of work on which the contractor agreed to complete the work. The contract price is the total of the probable amount of contract plus /minus amount of tendered percentage quoted by the contractor.
4. **“Contractor”** shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal / personal representatives of such individual of the persons composing such firm or company, or the successors of such individual or firm or company and the permitted assignees of such individual or firm or company.
5. **“Chief General Manager”** means of the Chief General Manager in MPRRDA who acts as authorized representative of Employer.
6. **"Department"** means Panchayat and Rural Development Department of Madhya Pradesh Government.
7. **“Employer”** means the Chief Executive Officer, MPRRDA and his successors in office.
8. **“Engineer-in-chief ”** means **Engineer-in-chief of MPRRDA** who acts as authorized representative of Employer.
9. **"Engineer-in-Charge"** means the **GM, in charge of PIU**
10. **“Engineer”** means the Supervision & Quality Control and Consultant appointed by the MPRRDA for supervision and quality control of the rural roads and cross

drainage works under Mukhya Mantri Gram Sadak Yojana (MMGSY). He will exercise all the technical powers of the Engineer with regard to supervision and quality control including taking and recording measurements and preparation of the bills for payment of the works executed under Mukhya Mantri Gram Sadak Yojana (MMGSY). The **“Engineer”** shall work under the over all control of the **GM, PIU**

11. **General Manager, PIU** means General Manager in charge of Project Implementation Unit who is authorized to sign the contract on behalf of the Employer and to exercise all the powers under the contract.
12. **“MPRRDA”** means the M.P. Rural Road Development Authority , Bhopal Madhya Pradesh.
13. **“Probable Amount of Contract” (PAC)** means the estimated cost of work at the Schedule of Rates on which tenders invited.
14. **“Package”** means a group of roads which forms a unit for tender, contract and construction purposes.
15. **“Technical Specifications”** mean the technical specifications for rural roads issued by Ministry of Rural Development and published by Indian Roads Congress.
16. In the Contract the following expressions shall unless otherwise required by the context have the meanings, hereby respectively assigned to them :-
 - (a) The expression **“works”** or **“work”** shall, unless thereby mean something, either in the subject or context, repugnant to such construction, be construed and taken to mean the works or by virtue of the contract construed to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (b) **“Site”** mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

- c) Word Tender/ bid,, tenderer/bidder are the synonyms and carry the same meaning.

***Note-** "Words" importing the singular number include plural number and vice-versa.*

Clause 1. - Security Deposit

The person whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context, include his heirs, executors, administrators, representatives and assigns) shall permit Government at the time of making any payment to him for the value of work done under the contract to deduct the security deposit as under :-

The security deposit to be taken for the due performance of the contract is 10% of the contract amount.

- (a) Performance Security / security deposit equal to two and half percent of the contract amount will be deposited by the successful bidder at the time of agreement in the form of interest bearing security or unconditional bank guarantee of schedule commercial bank. (Format given in Annexure K)
- (b) Seven & half percent Performance Security / security deposit shall be retained from each running account bills till the amount of security deposit and performance security together is equal to 10% of the contract amount.
- (c) Security deposit to the extent of 2.5% shall be refunded to the contractor after payment of the final bill and the balance 7.5% after removal of all defects, if any, noticed during the Defect Liability/ Maintenance Period and issue of “No Defect Liability Certificate”.

Clause 2.- Compensation for Delay

- The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor.

The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. In the event of failing to comply with the above conditions, the **GM, PIU** shall levy on the contractor, as compensation an amount equal to -

- (1) 1/2 percent of the value of work per week in respect of work costing up to Rs. 2,00,000/-.
- (2) 3/8 percent of the value of work per week in respect of work costing above Rs. 2,00,000/- and up to 5,00,000/-.
- (3) 1/4 percent of the value of work of work per week in respect of work costing above Rs. 5,00,000/- and up to Rs. 10,00,000/-.
- (4) 1/8 percent of the value of work per week in respect of work costing above Rs. 10,00,000/- and up to Rs. 25,00,000/-.
- (5) 1/16 percent of the value of work per week in respect of work costing Rs. 25,00,000/- and above.

The total amount of compensation under the provision of the clause shall be limited to 6 percent of the value of work.

The decision of the Chief Executive Officer in this regard shall be final.

The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any.

Clause 3.- Termination

3.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

3.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 2;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.
- k) If Contractor misbehaves with the consultant or departmental officers.

3.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

3.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

3.5 Payment upon Termination

3.5.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer shall issue a certificate for value of the work done less liquidated damages as decided by Chief Executive Officer less advance payments received up to the date of the issue of the certificate and less 20%

Twenty percent) of the value of the work not completed .If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit and performance security, if any amount is still left un-recovered it will be a debt payable to the Employer.

- 3.6 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law .

Clause 4.- Power to Take Possession of or Require Removal of Material, Tools and Plants or Sale of Contractor's Plants etc.

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause-3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the power vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, material, and store in or upon the works, 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 rate, to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plant, material, or store from the premises (within the time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on

account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5 - Extension of Time

If the contractor shall desire an extension of 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 Engineer-in-Charge within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Engineer-in-Charge with whom he has signed the agreement shall if in his opinion, (which shall be final) reasonable grounds are shown therefore may recommend such extension to the employer, provided always where the Engineer-in-Charge has recommended the grant of the extension/permitted the contractor to carry out the work reserving the right of the department to impose the liquidated damages (as provided for under the agreement) the running bills shall continue to be paid to him.

Clause 6- Final Certificate

On completion of the work, the contractor shall be furnished with a certificate by the engineer, countersigned by the Engineer-in-Charge of such completion in the form appended.

Clause 7- Payments on Intermediate Certificate to be Regarded as Advance

The intermediate payments during the course of execution of work if considered desirable in the interest of work, the contractor may be paid at the discretion of the Engineer In-Charge. But in the case of work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof 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 shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment 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 erected, or be considered as an admission of the due performance of the contract, or any such part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-Charge under these conditions or any of 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's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding on all the parties.

Clause 8- Bills to be Submitted Monthly

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all works 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 days 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 measurements will be sufficient warrant; and the Engineer-in-Charge may prepare a bill from such measurements which shall be binding on the contractor in all respects.

Clause 9- Bills to be on Printed Form

The contractor shall submit all bills on printed form to be obtained 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.

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done after deducting the cost of material, if any, supplied departmentally at the rates specified in the agreement.

Clause 10- Receipts to be Signed by Partners or Persons having Authority to do so

Receipts for payments made on account of 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 receipt must be signed in the name of the firm by any one of the partners, or by some other person having authority to give effectual receipt for the firm.

Clause 11- Advances to Contractor

Advances :-

11.1 The Engineer-in-Charge may grant mobilization advance to the contractor against an unconditional bank guarantee of a Scheduled Commercial Bank in the format given in Annexure - L and acceptable to the Engineer-in-Charge for the amount equal to the advance:

Mobilization advance - Upto 5 percent of the contract price.

The aforesaid bank guarantee shall remain effective until the amount of advance has been fully repaid, but the amount of the guarantee may be progressively reduced by the amount repaid by the contractor. Interest will not be charged on the amount of advance.

11.2 The advance shall be recovered in 7 installments from the running payments and entire amount of advance shall be recovered one month before the stipulated date of completion whichever is earlier.

Clause 12- Work to be Executed in Accordance With Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material 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 GM PIU and lodged in his office and to which the contractor shall be entitled to have access in such office or on the site of the work for

the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Clause 13- Additions, Alterations in Specifications and Designs

The Engineer-in-Charge shall have power to make any alteration in, omissions, or additions to, or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, 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 are specified in the tender for the main work, provided the total value of such increased or altered or substituted work does not exceed 25% of the amount of contract put to tender, inclusive of contractor's percentage. If such value exceeds 25% rate of such item will be determined as under;

- a) If the rates for Variation item (increased, alternated. Substituted & additional item) are not specified in the Bill of Quantities/ SOR, the Engineer shall derive the rate from similar items in the Bill of Quantities.
- b) If the rate for Variation item cannot be determined in the manner specified in sub Clause (a) above the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within 15 days of the submission of the claim by the Contractor and forward the same to GM, PIU for obtaining approval of competent authority. As far as possible, the rate analysis shall be based on the standard data book current schedule of rates and prevailing cost of

material in the area. The decision of the Engineer-in-Chief on the rate so determined shall be final and binding on the Contractor.

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 or substituted work bear to the original contractor's work and certificate of the Engineer-in-Charge shall be conclusive as to such proportion.

Clause 14- No claim to Any Payment or Compensation for Alteration in or Restriction of Work

If at any time after the 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 there upon 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 loss that he may be put to on account of material 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 alteration having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, material have already been purchased or agreed to be purchased by the contractor, he shall be paid for such material 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 material 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 else where for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than six months, then this suspension of the work will be considered as permanent stoppage of the work, and the contractor can determine the contract, if he so desires.

Clause 15-Time Limit for Unforeseen Claims

Under no circumstances whatever shall be, the contractor be entitled to any compensation from Authority 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.

Clause 16- Action and Compensation Payable in Case of Bad Work

If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-Charge or his sub-ordinate in charge of the work and to the Quality Control and Supervision Consultants that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality, or that any material or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, 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, material or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the material or articles so specified and provide other proper and suitable material 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 of the amount of contract put to tender 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 material or articles complained of, as the case may be, at the risk and expense in all respects of the contractor.

Clause 17- Work to be Open for Inspection-Contractor or Responsible Agent to be Present

All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer and his authorized representative and also by authorized representatives of the employer and contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention to visit the work 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 present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Works shall also open for inspection by the state quality monitor appointed by the employer. Observations made by SQM will be communicated by the Engineer-in-charge and contractor shall be bound to carry out such instructions.

Clause 18- Notice to be Given Before Work is Covered up

The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work 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 or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his sub-ordinate 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 contractor's expenses, or in default thereof, no payment or allowance shall be made for such work or the material with which the same was executed.

Clause 19- Contractor Liable for Damage Done and for Imperfections for Twenty Four Months After Certificate.

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, bridges and culverts, fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage happen to the work, while in progress, from any cause whatever, or any imperfections become apparent in it within twenty four months, after a certificate final or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make good the same at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workmen, and deduct the expense of which certificate of the Engineer-in-Charge shall be final from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

This will be further subject to provisions relating to “maintenance and defect liability” given in para 12 of detailed NIT.

Security deposit to the extent of 2.5% shall be refunded to the contractor after payment of the final bill and the balance 7.5% after rectification of defects, if any, noticed during the Defect Liability Period and issue of “No Defect Liability Certificate” in the form appended at the end by the Engineer-in-Charge within period of 2 years and 45 days from the actual date of the completion of work.

Clause 20 - Contractor to Supply Plant, Ladders, Scaffolding etc.

The contractor shall supply at his own cost material (except such special material, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work, whether original, altered or substituted, and whether included in the specifications 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 requirements 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 carriage therefore to and from the work. The contractor shall also supply without charge requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or material. Failing his doing so, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non provision of lights, fencing etc. The contractor shall also provide at on his own cost except when the contract specifically provides other wise and except for payments due under this clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action

or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 21- Compensation under Section 12 Sub-section (1) of the Workman's compensation Act, 1923

In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workman's Compensation Act, 1923, Authority is obliged to pay compensation to a workman employed by the contractor in execution of the work, Authority will recover from the contractor the amount of compensation so paid and without to the rights of the Authority under section (1) sub-section (2) of the said Act, Authority shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Authority to the contractor whether under this contract or otherwise Authority may not be bound to contest any claim made against them under section-12, sub section (1) of the said Act except on the written request of the contractor and upon his giving to Authority full security for all cases for which Authority might become liable in consequence contesting such claim.

Clause 22- Labour

The contractor should get himself registered under-Contract-Labour Regulations and Abolition Act, 1970 including its amendments after getting a certificate from the principal employer, who will be the Engineer-in-Charge.

Clause 23 - No labour below the age of 14 years shall be employed on the work.

Clause 24- Fair Wage

The contractor shall pay not less than fair wage to labour engaged by him on the work.

“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 Works Department for the division in which the work is done.

Clause 25- Subletting

Subletting of the components of the work under this contract aggregating upto 25% of the contract price may be permitted with the approval of the Chief General Manager.

25.1 The contractor, who desires to sublet any component of the work during execution of work, shall request in writing duly supported by the information and documents as laid down in annexure-B regarding subletting to the Engineer-in-charge during the currency of the contract.

25.2 The Engineer-in-charge should satisfy himself before recommending for subletting to the Chief General Manager whether

- (a) the circumstances warrant such subletting; and
- (b) the sub-contractor possesses the required experience, qualifications and equipment necessary to handle the quantum of work proposed for subletting.

25.3 The Employer shall consider the following aspects before according approval for subletting:

- i) Subletting is in the interest of the work.
- ii) Subletting is limited upto 25% of the contract price including the amount of subletting already permitted by the tender accepting authority.
- iii) Sub-contractor is capable to execute the components of the work proposed to be sublet according to the specifications and to complete the same within the stipulated time.

25.4 Approval of the Employer shall not relieve the contractor from any obligation or liability under the contract and he shall be responsible for all the acts, defaults

and neglects of his sub-contractor, his agents or workmen fully as if the same were the acts, defaults and neglects of the contractor.

Clause 26- Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss

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

Clause 27- Changes in Constitution of Firm

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

Clause 28- Work to be done under the Directions of Engineer-in-charge / Chief General Manager / Engineer-In-Chief

All works to be executed under contract shall be executed under the directions and subject to the approval in all respect of the Engineer-in-charge and Chief General Manager / Engineer-In-Chief of MPRRDA and 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.

Clause 29 - Arbitration Clause

Except as otherwise provided in this contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the work, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Chief Executive Officer in writing for his decision, within a period of 30 days of such occurrence. Thereupon the Chief Executive Officer

shall give his written instructions and/or decisions within a period of 60 days of such request. This period can be extended by mutual consent of the parties.

- 29.1** Upon receipt of written instructions or decisions, the parties shall promptly proceed without delay to comply such instructions or decisions. If any party is not satisfied with the decision of the Chief Executive Officer, he made refer such disputes to Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983 provided the amount of claim is more than Rs. 50,000/-.

Clause 30- Lump Sums in Estimate

When the estimate, on which a tender is made, includes lump sum 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 is 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 estimate, 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.

Clause 31- Action where no specification

In the case of any class of work for which there is no such specification mentioned in Rule 7 and Clause 12 such work shall be carried out in accordance with the specifications approved by the employer 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 technical requirements of the Engineer-in-charge.

Clause 32.- Contractor's Percentage Whether Applied to Net or Gross amounts of Bill

The percentage referred to in Rule 7 of the financial tender will be deducted from/added to the gross amount of the bill for work done.

Clause 33- Claim for Quantities Entered in the Tender or Estimate

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 estimate.

Clause 34 - Claims for Compensation for Delay in Starting the Work

No compensation shall be allowed for any delay caused in the starting of the work on account of delay / non availability of land.

Clause 35.- Employment of Scarcity Labour

DELETED

Clause 36- No Dues of Royalty

Royalty charge/Quarry fees- the royalty shall be paid by the contractor as per rules. Which will not be refundable to contractor. The contractor shall however be paid his final bill for the work only upon production of the "No royalty charges outstanding certificate" issued from the Collector/Mining Authority of concerned district. However, if so desired, the department will issue certificate of the quantity of material consumed on the work, but will not entertain any claim in this regard.

Where the lease of mineral is sanctioned or given through MPRRDA then royalty payable will deducted from running bills as per rates fixed by mining department.

Clause 37.- Technical Examination

The Government shall have the right to cause Audit and Technical Examination of the work and the final bill of the contractor including all

supporting vouchers, abstracts, etc, to be made as per payments of the final bill and if as a result of such Audit and Technical Examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the MPRRDA to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the MPRRDA account. If it is found that the contractor was paid lesser than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by MPRRDA to the contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the Chief Executive Officer shall be final.

In the case of Technical Audit consequent on which there is a recovery from the contractor, no recovery, should be made without orders of the Chief General Manager whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within a period of twelve months from the date of completion.

Clause 38.- Death or Permanent Invalidity of Contractor

If the contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in clause 3 of the contract agreement.

However, if the competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

Clause 39.- Penalty for Breach of Contract

On the breach of any term or condition of this contract by the contractor the Engineer-in-Charge shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining, and to realize and retain the same as damages and compensation for the said breach, but without prejudice to the right of the department to recover further sums as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever. This is further subject the provisions of clause 3.

Section -III

Format for Financial Bid

I/We hereby tender for the execution of the work specified in the under written memorandum within the time specified in such memorandum at (in figures).....

(in words).....percent above/below or at par the rates entered in the schedule of rates mentioned in the NIT in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in NIT and in clause 12 of the annexed conditions, and with such material as are provided for, by, and in all other respects in accordance with such conditions as far as applicable.

Memorandum

Name of work :- Construction / Upgradation of Rural Roads and Cross
Drainage Works in package number..... under Mukhya Mantri Gram Sadak
Yojana (MMGSY) in DistrictPIU.....

- (a) Cost of work put to tender (Probable Amount of Contract).....
- (b) Earnest Money Deposit : Rs.
.....
- (c) Security Deposit: 10 percent to be submitted at the time of agreement
2.5percent.
- (d) Percentage to be deducted from the bills : 7.5 percent
.....
.....

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed hereto as far as applicable, or in default, thereof to forfeit and pay to the General Manager,

PIU or his successors in office the sums of money mentioned in the said condition. A separate sealed cover duly superscribed containing the sum of Rs.....as earnest money deposit the full value of which is to be absolutely forfeited to the General Manager, PIU, MPRRDA or his successors in office without prejudice to any other rights or remedies, should I/We fail to commence the works specified in the above memorandum or should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise the said sum of Rs..... shall be retained by the MPRRDA on account of such security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to

Signature of the contractor

Contractor's signature

before submission of tender.

Dated the.....day of

Dated theday of

.....20.....

Address and Occupation of

witness.....

.....
.....

The above tender @ percent above/ below or at par the SOR is hereby accepted by me on behalf of the Governor of Madhya Pradesh.

Dated the.....day of20.....

**Signature and Designation of
Officer accepting the tender**

Letter of Acceptance

M.P. Rural Road Development Authority Project Implementation Unit

No.

Date

To,

(Name of contractor)

(Address of contractor)

This is to notify you that the Employer, namely, M.P. Rural Road Development Authority has accepted your Bid dated _____ for execution of the _____ *[name of the Contract and identification number, as given in the Contract work @ _____ % (_____ percent) above/below/at par SSR and maintenance of the works for two years the Contract Price of Rupees _____ [amount in figures and words]*

You are hereby requested to furnish Performance Security for an amount of Rs. _____ within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as per clause 9.1 of detailed NIT will be taken.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: _____

No.

Date

Copy forwarded to

1. Chief Executive Officer, M.P. Rural Road Development Authority, Bhopal.
2. Chief General Manager, M.P. Rural Road Development Authority, Bhopal.

General Manager

PIU

Notice to proceed with the work

M.P. Rural Road Development Authority Project Implementation Unit

No.

Date

To

_____ (Name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite performance security and signing of the contract for the construction of the work under package number you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory,
authorized to sign on behalf of
Employer)

Completion Certificate

In pursuance of clause 6 of this contract, datedbetween the contractor M/sand the MPRRDA it is hereby certified that the said contractor has duly completed the execution of the work under taken by him on the.....day of.....20..... .

Name of work: CONSTRUCTION / UPGRADATION OF RURAL ROADS AND
CROSS DRAINAGE WORKS IN PACKAGE NUMBER.....
UNDER Mukhya Mantri Gram Sadak Yojana (MMGSY)
IN DISTRICT-PIU.....

| Name of Road | Length of Roads as per DPR | Length of Road actually constructed |
|--------------|----------------------------|-------------------------------------|
| | | |

General Manager

Engineer

PIU

NO DEFECT LIABILITY CERTIFICATE

In pursuance of clause 19 of contract dated..... between the contractor M/s..... and the MPRRDA, the said contractor completed the following works on the day of20.....

| S.No. | Name of Road | Length of Road (km) | Number of Cross Drainage works | Remarks |
|-------|--------------|---------------------|--------------------------------|---------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| | Total | | | |

It is hereby certified that there were no defects or maintenance to be attended in the works mentioned above as on (Two years and 45 days after the actual date of completion) and no liability is outstanding against the contractor on the said date.

Engineer-in-Charge

Format of Bank Guarantee for Mobilization Advance
(To be issued by Scheduled Commercial Bank)

(To be stamped in accordance with Stamp Act by the issuing bank)

Reference : _____

Date: _____

Dear Sir,

1. In consideration of the _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), and the same having been unequivocally accepted by the Contractor resulting in an agreement valued at Rs. _____ for _____ (hereinafter called the scope of work) and the Client having agreed to grant mobilization advance to the Contractor for performance of the above agreement amounting to Rs. _____ (in words and figures) against Bank Guarantee to be furnished by the Contractor.

2. We _____ (Name of the Bank) having its head office at _____ hereinafter referred to as the Bank, (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or all money payable by the Contractor the extent of Rs. _____ as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

3. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary the advance or to extend the time for performance of the agreement by the Contractor. The Client shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the

same at any time in any manner and either to enforce or to enforce any covenants, contained or implied, in the Agreement between the Client and the Contractor any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Client at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Client may have in relation to the Contractor liabilities.

5. The Bank hereby also undertakes to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in Madhya Pradesh

6. Notwithstanding anything contained here above our liability under this guarantee is limited to Rs. _____ (in figures) Rs. _____ (in words) and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20 _____ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (with bank stamp)
Attorney as per Power of

Dated _____

Attorney Number _____

Form of Bank Guarantee for Performance Security
(To be used by approved scheduled banks)

1. In consideration of the Chief Executive Officer/General Manager Madhya Pradesh Rural Road Development Authority (hereinafter called "the Authority") having agreed to exempt..... (Herein after called "the said contractor(s)") from the demand, under the terms and conditions of an Agreement dated..... made between..... And for.....(hereinafter called "the said Agreement") security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only). We..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Authority an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor (s) of any terms of conditions contained in the said agreement.

2. We.....Bank Limited, do hereby undertaken to pay the amount due and payable under this guarantee without any demure merely on a demand from the Authority starting that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Contractor(s) of any of the terms or conditions Contained in the said agreement or by reason of the Contactor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claim satisfied or till Authority certifies that the terms of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

4. We.....Bank Limited further agree with the Authority that the Authority shall have the fullest liberty without our consent and without effecting in any manner obligations her under or very any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said contractor (s) and to force-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act, or commission on the part of the Authority or any indulgence by the Authority of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We bank hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in M.P.

6. We bank hereby unequivocally undertake that if the Authority invokes the guarantee the bank (issuing branch) will make the payment to the Authority without any reference and demur.

7. WeBank Limited Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated theday of.....20.....
For Bank Limited.

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)
Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P. – 462 004

No. 17246/22/D-12/MPRRDA/2013

Bhopal, Dated 04 /10 / 2013

To,

**All Chief General Manager
All General Managers,
Madhya Pradesh Rural Road Development Authority
Project Implementation Unit
Distt.....**

Sub.:- Amendment No.1 to the tender Document for construction/Upgradation of Rual Roads and Cross drainage works under MMGSY - January 2012

Clause 3.5.1 Conditions of Contract is replaced by the following;

- 3.5.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages as decided by Chief Executive Officer less advance payments received up to the date of the issue of the certificate and less 20% of the value of the work not completed. If the total amount due to the Employer exceeds any payment due to the contractor, the difference shall be recovered from the security deposit and performance security. If any amount is still left un-recovered it will be recovered from any dues payable to the contractor from State PMGSY works, any other State Government works including State Public Sector works executed by the contractor. If any amount still remains unrecovered it shall be recovered as arrears of land revenue.

This amendment will be applicable to all NITs issued on or after 30.09.2013.

Engineer-In-Chief
M.P. Rural Road Development Authority, Bhopal