

Procurement of Works

- Single Stage: Two-Envelope Bidding Procedures –

STANDARD BIDDING DOCUMENT

For Building Works: E-Procurement

Name of the Work	:	Construction of Building Works including water supply, sanitation, Electrification, Approach Road & other associated works etc. for Establishment of Rural Road Network Management Unit (RRNMU) at Jabalpur / Rural Connectivity Training & Research Centre (RCTRC) at Bhopal under MPRRDA.
Invitation for Bids No.	:	<i>As per Notice inviting E-Tender</i>
NCB No.	:	<i>As per Notice inviting E-Tender</i>
Employer	:	MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY (MPRRDA) through Chief Executive Officer
Officer inviting the Bid	:	<i>Chief General Manager, MPRRDA, Bhopal</i>
Issued on	:	

January 2015

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)
5th Floor, Block-II, Paryavas Bhawan, BHOPAL M.P. – 462011

Notice Inviting e-Tenders
NIB No. RCIP/RCTRC/RRNMU/2014-15/01

No. 4436/22/D-12/RCTRC/RRNMU/2015/Bhopal

Dated: 11.03.2015

Chief General Manager on behalf of *MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY (MPRRDA)*, (hereinafter referred to as "Employer") invites online item rate Bids for following works under MPRRDA including maintenance for one year after construction.

S. No.	Name of District/ PIU	Package No	Name of Work	Bid Security (Rs. in Lakh)	Time allowed for Completion (Including Rainy season)	Bid submission fee In Rs.	Category of Contractor
1	2	3	4	5	6	7	8
1.	Bhopal	MP-RCTRC/01	Construction of RCTRC Building in Bhopal	6.24	15 Months	20,000	<i>In appropriate class as per detailed NIB</i>
2	Jabalpur	MP-RRNMU/01	Construction of RRNMU Building in Jabalpur	3.85	12 Months	15,000	<i>In appropriate class as per detailed NIB</i>

1. Last day for purchase of Bid document is **24/04/2015 17:30 Hrs**
2. Last day for submission of Bid is **25/04/2015 17:30 Hrs**
3. Other details may be seen in detailed NIB & Bid document available on our procurement portal <http://mpeproc.gov.in> after **17:30 hrs on 24/03/2015**.

Chief General Manager -I
M.P. Rural Road Development Authority
Bhopal

NATIONAL COMPETITIVE BIDDING

Sl. No.	Items		Details
1.	NAME OF WORK	:	Construction of Building Works including water supply, sanitation, Electrification, Approach Road & other associated works etc. for Establishment of Rural Road Network Management Unit (RRNMU) at Jabalpur / Rural Connectivity Training & Research Centre (RCTRC) at Bhopal under MPRRDA.
2.	PACKAGE NO.	:	1. MP-RCTRC/01 2. MP-RRNMU/01
3.	ESTIMATED COST OF PROJECT	:	For RCTRC INR 624 Lacs For RRNMU INR 385 Lacs
4.	TIME PERIOD OF COMPLETION	:	15 Months (including rainy season) for RCTRC 12 Months (including rainy season) for RRNMU packages
5.	DATE OF AVAILABILITY OF BID DOUCMENT ON e-PROCUREMENT PORTAL	:	Date 27/03/2015 17.30 onwards
6.	LAST DATE FOR RECEIPT OF QUERIES, IN WRITING/E-MAIL/e-PROCUREMENT PORTAL	:	Date 30/03/2015 10:30 Hrs
7.	LAST DATE AND TIME FOR SUBMISSION OF BIDS/uploading of bid in E-procurement platform	:	Date 25/04/2015 17:30 Hrs
8.	PLACE OF BID SUBMISSION	:	As per NIB
9.	TIME AND DATE OF OPENING OF BIDS	:	As per NIB
10.	PLACE OF OPENING OF BIDS	:	As per NIB

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MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

(AN AGENCY OF PANCHAYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)

5th Floor, Block-II, Paryavas Bhawan, BHOPAL M.P. – 462011

DETAILED NOTICE INVITING BIDS FOR PROPOSED WORKS NO : RCTRC-01/RRNMU-01**RCIP ADB assisted RCTRC /RRNMU under
Rural Connectivity Investment Programme (RCIP)**

No. 4436 /22/D-12/RCTRC/RRNMU/2015/Bhopal

Dated: 11.03.2015

1. India has received loan from the Asian Development Bank towards the cost of the Rural Connectivity Investment Program (RCIP) under Pradhan Mantri Gram Sadak Yojana (PMGSY) and intends to apply a part of the proceeds of this loan to eligible payments under the civil works contracts under RCIP.

2. Chief General Manager on behalf of *MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY (MPRRDA)*, (hereinafter referred to as “Employer”) invites online item rate Bids for following Building works under RCIP including maintenance for one years after construction.

S. No.	Name of District	Name of PIU	Package no.	Name of Work	Bid Security (Rs. in Lakh)	Time allowed for Completion (Including Rainy season)	Bid submission fee in Rs.	Category of Contractor
1	2	3	4	5	6	7	8	9
1.	Bhopal (RCTRC)	For RCTRC, Bhopal	MP-RCTRC/01	Construction of Building Works including water supply, sanitation, Electrification, Approach Road & other associated works etc. for Establishment Rural Connectivity Training & Research Centre (RCTRC) at WALMI campus, Kolar Road Bhopal (MP) under MPRRDA.	6.24	15 Months	20,000	Registered in MP PWD “B” or above class or in Equivalent category in any other state/Central govt. deptt. under taking
1.	Jabalpur (RRNMU)	For RRNMU, Jabalpur	MP-RRNMU/01	Construction of Building Works including water supply, sanitation, Electrification, Approach Road & other associated works etc. for Establishment of Rural Road Network Management Unit (RRNMU) at RES Campus, Ambedkar Chowk, Jabalpur (MP).	3.85	12 Months	15,000	Registered in MP PWD “B” or above class or in Equivalent category in any other state/Central govt. deptt. under taking

3. The electrical works shall be executed only through the contractor who possesses proper valid electrical license in class "A" or above issued by the Madhya Pradesh licensing Board (Electrical) or other authorized Govt. agencies. Contractor should attach copy of such license.
4. The Bidding Documents containing detailed terms & conditions will be available for free download on :- e-Procurement Portal <http://mpeproc.gov.in> starting from **24/03/2015 17:30 Hrs** till **24/04/2015 17:30 Hrs**.
5. The Bidder May purchase Bid document online on payment of **Bid submission fee** through Debit card/Credit Card or Internet Banking, in addition service charges as appearing on the portal will have to be paid online. Bidders shall quote online their prices and submit online Technical and Financial Bids in prescribed formats through the above mentioned portal only. Manual submission of Bids is not allowed. Bid submission fee is non refundable.
6. The Bidders intending to participate in this Bidding process are required to follow procedures for registering on the e-Procurement Portal, setting up of Machine, obtaining a digital certificate and other procedures specific to the e-procurement. Detailed instruction is provided in Section 1(a) of Bidding Document.
7. Bidders may submit their queries online to E-mail ID gmtdbmprda@rediffmail.com Submission of queries online may start right after posting of Bidding Documents online. Closing date and time for online submission of queries is: **30/03/2015 10:30 Hrs** . Offline queries are not permitted. No pre-Bid conference will be held.
8. Start date for online submission of Bids is: 01/04/2015 17:30 Hrs
9. The deadline for the online submission of Bids, including Envelope-A (Technical Bid) and Envelope-B (Financial Bid) is **25/04/2015 17:30 Hrs** Detailed time schedule for the Bidding is as below,

Summary of key dates is provided below:

Step	Start Date and Time	Closing date and Time
1. Posting of Bidding Document Online	-----	24/03/2015 17:30 Hrs
2. Purchase and downloading of Bidding Document Online	24/03/2015 17:30 Hrs	24/04/2015 17:30 Hrs
3. Submission of queries Online	25/03/2015 10:30 Hrs	30/03/2015 10:30 Hrs
4. Online submission of Bids	01/04/2015 17:30 Hrs	25/04/2015 17:30 Hrs
5. Submit original Bid Security instrument, & original affidavit.	01/04/2015 17:30 Hrs	28/04/2015 15:00 Hrs
6. Open Bid Security & Technical Bid	28/04/2015 15:30 Hrs	01/05/2015 17:30 Hrs
7. Open Financial Bid	11/5/2015 11:00 Hrs	11/05/2015 17:30 Hrs

10. Bidders shall deliver or send to the Employer by mail or courier its original Bid Security instrument & original Affidavit affirming that information furnished with the Bid is correct to the best of knowledge and belief, in a sealed envelope, with a note "Original Bid Security and indication of the NIB number". The bidder must put his signature, name & NIB no. at the back side of the original bid security instrument. The envelope must reach the Employer's office before the date & time fixed for opening of Technical Bid. The sealed envelope containing the Bidder's Original Bid Security & original affidavit will be opened by the Employer on the date and time set for the opening of the Technical Bids. Address of the Employer's office to which all listed original documents shall be delivered is provided in the BDS.
11. Technical Bids of such bidders, whose Bid security & original affidavit are as per requirement, will be opened in the presence of Bidders or their authorized representatives who choose to attend. The date and time of Technical Bid opening is given in above table. Bidders should ensure that original Bid Security & original Affidavit affirming that information furnished with the Bid is correct to the best of knowledge must reach to PIU concerned up to **15:00 hrs on 28/04/2015**. Address of the place of Bid opening is provided in the Bidding Documents. Technical Bids of those Bidders who failed to provide Bid Security & original affidavit will not be opened. Result of technical evaluation will be notified on the Employer's e-Procurement Portal.
12. After completion of the Technical Bid evaluation, the Financial Bids of those Bidders whose Technical Bids have been evaluated as substantially responsive will be opened at address given in BDS. Place, time and date of the opening of Financial Bids, is specified in the NIB & BDS. Any change in date & time will be notified on e-Procurement Portal <http://mpeproc.gov.in>.
13. As the online Bids are required to be digitally signed, Bidders may obtain information required to issuance of a class III Digital Signature Certificate from the Controller of Certifying Authorities <http://mpeproc.gov.in> or the website of Service Provider of Employer's e-Procurement system or through Email:
14. The Employer has right to extend the deadline for submission of Bids or cancel the Bidding process without assigning any reason whatsoever. Such changes & amendments in NIB ,Bid document will be notified on e-Procurement Portal <http://mpeproc.gov.in>.
15. Employer shall not accept any responsibility for failures or breakdowns of the electronic procurement system, possible local power or equipment failures and Bidders are strongly advised to submit their Bids well before the deadline.

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

Section 1(a) - Information and Instructions to Bidders for Online Electronic Government Procurement System (E-GPS)

Special conditions & instructions for online (online e-GPS) as given below will overrule the conditions stated in the Bidding documents, wherever relevant and applicable.

1. Registration of the Bidders on Employer's Government e-GPS Portal

<http://mpeproc.gov.in>

1. All Contractors who are not currently registered for participation in the e-GPS are required to be registered on <http://mpeproc.gov.in>
2. **Set-up of Machine:** In order to be able to use e-GPS, setting up of User's machine is required. In order to set up the User's machine, User has to install some utilities as per the instructions given in Help Manual for 'Machine Setup' (Available for download on the e-GPS portal). The copy of the same may be obtained from [Service Provider of the State Government Email: <http://mpeproc.gov.in>
3. **Obtaining a Digital Certificate:**
 - 3.1 The Bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the Bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.
 - 3.2 A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. The Contractors registered for participation in the e-GPS (as per item 1 above) may obtain information required to issuance of a class III Digital Signature Certificate from the Controller of Certifying Authorities <http://mpeproc.gov.in> or the Service Provider of e-GPS of Employer: (Joint Venture of T.C.S. with Antares).
 - 3.3 Important Note: Bid may be submitted only using the digital certificate. In case, during the process of a particular Bid, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the Bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.
 - 3.4 In online Bidding, the digital certificate issued to the authorized user of a firm or association and used for electronic Bidding will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm or association has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to Bid on behalf of the firm or association under Bids as per Indian Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm or association. It shall be the responsibility of management/partners of the registered firm or association to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.
 - 3.5 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
4. **Opening of an Electronic Payment Account:**
 - 4.1 For submitting the Bids online Contractors/ Bidders are required to make online payment of the Bid submission fee.

- 4.2 Arrangements have been made for Bidders to make payments online via Credit Card / Cash Cards / Internet Banking. The List of modes of electronic payments accepted in e-GPS is available online on the website <http://mpeproc.gov.in>

5. Online Payment of Bid Submission Fee:

- 5.1 The Bidding Documents are available for free download on State e-Procurement Portal. However, the Bidders are required to make the payment of Bid submission fee through online payment modes mentioned in 4.2 above.
- 5.2 Deleted
- 5.3 Submission of Bids, Bid Security and other documents will be governed by the time schedule given under "Key Dates" on the online e-GPS portal for the particular Bid. [Please refer to the Help Manual for viewing of New Bids Online on the e-GPS Portal]: <http://mpeproc.gov.in>

- 6. Bid Download:** Eligible Bidders can download the Bid Document online.

7. Submission of Bids online:

- 7.1 Bidders have to submit and sign their encrypted Bids (by their user Public-Key) online using their digital certificate within the date and time as stated in the Bid schedule (Key Dates). The electronic Bids of only the Bidders who have submitted their Bid within the stipulated time, as per the Bid time schedule (Key Dates), will be accepted by the system. The online system does not allow late Bid submission.
- 7.2 A Bidder may substitute or withdraw its Bid after submission, provided that an electronic notice of the substitution or withdrawal, duly signed by the authorized representative of the Bidder, is received by the authority prior to the date for the deadline for Bid submission.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be displayed online only. Hence bidders are advised to visit portal regularly for updates.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2. Such extensions shall be uploaded on the e-Procurement website.

- 9. Opening of Bid Documents:** The Employer shall first opening the envelope containing Bid Security instrument & original affidavit submitted by bidder in physical form. If both these documents in order he shall proceed with opening of electronic Bid. The Employer shall first open the electronic "Envelope A" of all Bidders online through the website and check for the validity of Bid Security and documents submitted in the "Envelope A", as required by the Employer. In case, the requirements are incomplete, the Technical Bid evaluation will not be conducted, and the Financial Bid of the concerned Bidder received shall not be opened.

- 10. Opening of Financial Bid:** After the completion of the technical evaluation, the Employer shall open the electronic "Envelope B" submitted by the technically qualified Bidders online through the website in the presence of technically qualified Bidders who choose to attend.

11. Instruction to Bidders for details of the document to be furnished/ Amendment made in the Bidding Document for online bidding.

- 11.1 Details of documents to be furnished are provided in Section I (b) Instructions to Bidders (ITB)
- 11.2 Details of the formats of scanned copies to be uploaded are provided in Section 3 "Evaluation and Qualification Criteria".
- 11.3 Uploaded documents of a successful Bidder will be verified with the originals before signing the contract agreement.
- 11.4 Bidding Document is not to be uploaded by the Bidder. The Bidder has to only agree/ disagree on the conditions in the Bidding Document. The Bidders, who disagree on the conditions of the Bidding Document, cannot participate in the Bidding.

12. Failures or Breakdowns of the Electronic Procurement System: The Employer shall not accept any responsibility for failures or breakdowns of the electronic procurement system, during the e-tendering process. In case of system failure, malfunction, or breakdown during the bidding process, a notice will be published on the Employer's e-Procurement Portal notifying that the system is down/was down (specifying time and duration) and specifying what changes (if any) this may have on the deadline for submission of Bids and other key dates as appropriate. The Employer accepts no responsibility for possible local power or equipment failures and Bidders are strongly advised to submit their Bids well before the deadline.

Section 1(b) - Instructions to Bidders

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Section 1(b) - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by the ADB in accordance with the terms and conditions of the financing agreement between the Borrower and the ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
 - 3.1 ADB's Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the

- actions of a party;
- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “integrity violation” means any act, as defined under ADB’s Integrity Principles and Guidelines, which violates ADB’s Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice;
 - (vi) “obstructive practice” means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding ADB’s contractual rights of audit or access to information.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will sanction impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, or administered or supported activities or to benefit from an ADB-financed, administered or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, to permit ADB or its representative to inspect accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity – subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

- (a) all partners shall be jointly and severally liable, and
- (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a Subcontractor in another bid or of a firm as a Subcontractor in more than one bid; or
- (f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works

that are the subject of the Bid; or

- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed or ADB-supported project while under sanction by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such sanction was directly imposed by ADB, or imposed by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and that they (iii) are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Deleted as specified in BDS.
- 4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART I Bidding Procedures

Notice Inviting Bid (NIB)

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4 - Bidding Forms (BDF)

Section 5 - Eligible Countries (ELC)

PART II Requirements

Section 6 – Employer's Requirements (ERQ)

PART III Conditions of Contract and Contract Forms

Section 7 - General Conditions of Contract (GCC)

Section 8 - Particular Conditions of Contract (PCC)

Section 9 - Contract Forms (COF)

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the e-bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document may ask questions on line in the e-Procurement portal using his/ her DSC provided the questions are raised within the time specified in BDS prior to the deadline for submission of Bids. The Employer's response will be uploaded on the e-Procurement website. . Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. The Bidder should contact the person whose contact details are given in the Bid Data Sheet.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidders are requested to submit any questions using the query processing facility available online so as to reach the Employer not later than the date identified in the Bid Data Sheet. .

- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the e-procurement website. . Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be displayed online only. Hence bidders are advised to visit portal regularly for updates
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2. Such extensions shall be uploaded on the e-Procurement website.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its e-Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9.2 This tender document is available on the web site <http://mpeproc.gov.in> to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the
Bid**

11.1 The Bid shall comprise two electronic envelopes submitted online simultaneously, one (Envelope A) called the "Technical Bid", containing the documents listed in 11.2 below, and the other (Envelope B) called the "Financial Bid", containing the documents listed in 11.3 below. Original Bid Security instrument and original Affidavit affirming that information furnished with the Bid is correct to the best of knowledge and belief, in a sealed envelope, with a note "Original Bid Security" and indication of the concerned Package number and NIB number and the NIB should be submitted separately to the address indicated in the Bid Data Sheet. These original documents will not be part of the Technical Bid. .

11.2 The Technical Bid (Envelope A) shall comprise the following:

- (i) Letter of Technical Bid;
- (ii) Completed schedules, in accordance with ITB 12;
- (iii) Deleted
- (iv) Copy of Bid Security instrument in accordance with ITB 19;
- (v) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (vi) Documents evidence in accordance with ITB 17 establishing the Bidder's qualification to perform the contract;
- (vii) Technical Proposal in accordance with ITB 16;
- (viii) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;
- (ix) Value added tax (VAT) clearance certificate;
- (x) PAN & TAN Account Number (this requirement is applicable to domestic firms only, and not to foreign firms);
- (xi) An affidavit that the information furnished with the Bid documents is correct in all respects and Affidavit regarding no relation certificate as per format in Section 4; and
- (xii) Any other information/documents required to be completed and submitted by the Bidders, as specified in the Bid Data Sheet.
- (xiii) Copy of registration as contractor in appropriate class as mentioned in NIB.
- (xiv) Copy of electrical licence issued by Madhya Pradesh licencing Board or by other recognized/Govt. authority in the

- name of bidder or its associate to be attached. If contractor does not have electrical licence, he will have to engage subcontractor having electrical licence and requisite experience with the approval of employer.
- (xv) Copy of registration of bidder with EPF Organization is must.
- (xvi) Bank solvency certificate for an amount equal to 30% of estimated cost of the work (PAC)

11.3 The Financial Bid (Envelope B) shall comprise the following:

- (i) Letter of Financial Bid; and
- (ii) Price Schedule/ BOQ includes Price Schedule/Bid of Quantities in XLS format to be filled in after downloading from e-Procurement website for this e-Tender and any other document required in the BDS.

11.4 The following documents, which are not submitted online with the Bid, will be deemed to be part of the Bid.

Section	Particulars
1.	Notice inviting Bids
2.	Instruction to the Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings
7.	Environmental Management Plan
8.	Amendment/Errata issued before submission of Bid

12. Letters of Bid and Schedules

12.1 The Letters of Technical Bid and Financial Bid, and the Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Deleted as specified in BDS.

13.2 Deleted as specified in BDS.

13.3 Deleted as specified in BDS.

13.4 Deleted as specified in BDS.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Financial Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in

Section 4 (Bidding Forms). In case of admeasurements contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. (In addition, the Contractor has to provide additional performance security up to 2% of Contract Price subjected for items having Zero quoted rates in their financial bid, which shall be released after completion of these items).

14.3 The price to be quoted in the Letter of Financial Bid shall be the total price of the Bid, excluding any discounts offered.

14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Financial Bid, in accordance with ITB 12.1.

14.5 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment, unless otherwise stated in the BDS and the Conditions of Contract. .

14.6 Deleted as specified in BDS.

14.7 All duties, taxes, **Royalties, cess tolls and other levies of central , state govt. local bodies, authorities** and levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and payment shall be as specified in the BDS.

15.2 Deleted as specified in BDS.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms) in PDF format for e-Bid submission.

17.2 Deleted as specified in BDS.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in

writing. If a bid security is requested in accordance with ITB 19, it shall also be extended twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS. The scanned copy of the e-Bid Security/Earnest Money Deposit must be submitted along with the e-Bid and the original should reach to the Employer as mentioned in Clause 11.1.

19.2 Deleted

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, in the form of Demand Draft/ Fixed Deposit Receipt of a scheduled commercial bank, pledged in favour of the name given in the Bid Data Sheet. Other forms of Bid Security acceptable to the Employer are stated in the Bid Data Sheet. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any bid not accompanied by a substantially compliant bid security in accordance with ITB 19.3, , if required in accordance with ITB 19.1 shall be rejected by the Employer as non-responsive.

19.5 The Bid Security of unsuccessful Bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 18.1 of ITB.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Financial Bid, except as provided in ITB 18.2 or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41;
 - (ii) furnish a performance security in accordance with ITB 42; or
 - (iii) accept arithmetical corrections in accordance with ITB 33.
 - (iv) Deleted as specified in BDS.

19.8 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one electronic copy of the documents comprising the bid for the Technical e-Bid and Financial e-Bid separately. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to the tenderer to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid as mentioned in BDS.

20.2 Deleted as specified in BDS.

20.3 All e-Bids submission shall also include the following:

List of Documents to be scanned and uploaded within the period of bid submission:

- i. copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- ii. Proof of Bid Security Deposit;
- iii. **Deleted**
- iv. List of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited;
- v. Certificates of Work Experience;
- vi. Certificate of Financial Turnover; (Audited P/L account, balance sheet for last five years)
- vii. Bank Solvency Certificate : - equal to 30% of Estimated cost/PAC
- viii. Any other document as specified in the Press Notice;
- ix. TAN & **Income Tax (PAN)** certificate of the company/firm;
- x. Certificate of Registration for Sales Tax /VAT and Service Tax and acknowledgement of up to date filed return.
- xi. Copy of Registration as contractor in appropriate class as mentioned in NIB.
- xii. Copy of electrical licence issued by Madhya Pradesh licencing Board or by other recognized/Govt. authority in the name of bidder or its associate to be attached. If contractor does not have electrical licence, he will have to engage subcontractor having electrical licence and requisite experience with the approval of employer.
- xiii. Copy of registration of bidder in EPF Organization.

The e-Bids of the Bidders who are not submitting certified copies above mentioned documents, shall be liable for rejection.

D. Submission and Opening of Bids

21. Submission of Bids

21.1 The Bidder shall fill and upload the information related to Bids in the available template under two separate envelopes marked Envelope "A" for Technical Bid and Envelope "B" for Financial Bid. After filling templates the envelope need to be digitally signed pursuant to BDS for "Information and Instructions to the Bidders for Online Electronic Government Procurement System." Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 Bidders shall deliver or send to the Employer by mail or courier its original Bid Security instrument & original Affidavit affirming that information furnished with the Bid is correct to the best of knowledge and belief, in a sealed envelope, with a note "Original Bid Security and indication of the NIB number". The bidder must put his signature, name & NIB no. at the back side of the original bid security instrument. The envelope must reach the Employer's office before the date & time fixed for opening of Technical Bid. The sealed envelope containing the Bidder's Original Bid Security & original affidavit will be opened by the Employer on the date and time set for the opening of the Technical Bids. Address of the Employer's office to which all listed original documents shall be delivered is provided in the BDS.

21.3 . The Bidder shall only be responsible for delay due to any reason in submission of e-Bid or submission the original documents as mentioned in Clause 11.2. If envelopes containing original documents are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening.

21.4 . Deleted as specified in BDS.

21.5 . Deleted as specified in BDS.

22. Deadline for Submission of Bids

22.1 Complete Bids in two parts as per ITB Clause 11 must be received by the Employer on-line not later than the date and time indicated in the Bid Data Sheet. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

24. Withdrawal, Substitution, and Modification of

24.1 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-

Bids

submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In on line system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed. .

24.2 No bid shall be modified or withdrawn after the deadline of submission of bids. .

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Financial Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Technical e-Bids (Envelopes A) in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Financial Bid are submitted together in one electronic copy, the Employer may reject the entire Bid..

25.2 The amount of Bid Security, forms and validity shall be announced. Thereafter, the Bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. .

25.3 The Employer will prepare minutes of the Technical Bid opening and prepare a list of Bidders having conforming Technical Bids. Minutes of the Technical Bid opening and the list of conforming Technical Bids will be published online. .

25.4 Evaluation of the Technical Bids shall be taken up and a list of technically responsible and qualified Bidders will be drawn up. .

25.5 Deleted as specified in BDS.

25.6 Deleted as specified in BDS.

25.7 At the end of the evaluation of the Technical Bids (Envelope-A), the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids (Envelope-B). The date, time, and location of the opening of Financial Bids will be advised in writing electronically by the Employer **or as mentioned in NIB**. Bidders shall be given reasonable notice for the opening of Financial Bids.

- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and their Financial e-Bids unopened, “and remain in an encrypted form”.
- 25.9 The Employer shall conduct the opening of Financial Bids (Envelope-B) of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 All electronic envelopes containing Financial e-Bids (Envelope-B) shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts; and
 - (d) any other details as the Employer may consider appropriate.
- Only Price Bids, and discounts read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.
- 25.11 The Employer shall prepare a record of the opening of Financial Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), and any discounts. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders electronically.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing. A prospective Bidder requiring any clarification of the Bidding Documents or bidding process will notify the Employer through the query processing facility available online. The query with response will be copied to all Bidders without the identification of the Bidder who submitted the query.

- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Financial Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Financial Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Financial Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security; and
 - (d) Technical Proposal in accordance with ITB 16.
- It will include an assessment of the Bidder's Technical capacity by examining the following documents:
- i) List of key equipment furnished for carrying out the works. The list of key equipment must demonstrate that it has the capacity to meet the minimum number of key equipment listed in section 3 of bid document;
 - ii) The list of key personal to be adequate to meet the minimum number of key personal listed in section 3 of bid document;
 - iii) Provide details of work methods, scheduling and material sourcing in sufficient details so that it satisfies the requirement of the works;
 - iv) It satisfies all the qualification of eligibility, pending litigation, financial situation and experience all as specified in section 3 of the bid documents;

- v) It satisfies the Bidding capacity as per evaluation criteria given in section 3 of the bid document;
 - vi) It has submitted that the original Bid Security & original Affidavit affirming that information furnished with the Bid is correct to the best of knowledge must reach to PIU concerned on or before the date to Address as provided in ITB 21.2. Technical Bids of those Bidders who failed to provide Bid Security, Bid submission fee & original affidavit will not be opened;
 - vii) Document of written confirmation that bid has been signed by the authorized person, in accordance with ITB 20.1.
- (e) The bidder whose technical bid document fulfill the entire above requirement will qualify for responsiveness of the requirement and eligible for opening of financial bids.

30. Responsiveness of Technical Bid

- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11 and ITB 32.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation or reservation.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Deleted as specified in BDS.
- 31.2 Deleted as specified in BDS.
- 31.3 Deleted as specified in BDS.

32. Qualification of

- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified

the Bidder

in Section 3 (Evaluation and Qualification Criteria).

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Financial Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Financial Bid to the Bidder.

**33. Correction of
Arithmetical
Errors**

33.1 During the evaluation of Financial Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- (c) if there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Financial Bid will be corrected; and
- (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited.

33.3 If the Bill of Quantities omits a rate or price for a certain item or items, and such omission is non-material either separately or in total as per Clause 30 of ITB, the cost of such item or items shall be deemed to have been covered by other rates and prices of the Bill of Quantities.

**34. Conversion to
Single Currency**

34.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.

**35. Margin of
Preference**

35.1 . Deleted as specified in BDS.

**36. Evaluation of
Financial Bids**

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be

permitted.

36.2 To evaluate the Financial Bid, the Employer shall consider the following:

- (a) the bid price,;
- (b) Deleted as specified in BDS.
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) ; Deleted as specified in BDS.
- (e) ; Deleted as specified in BDS.
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

36.4 Deleted as specified in BDS.

36.5 If the Bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased as mentioned in BDS at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

37. Comparison of Bids

37.1 The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid. in accordance with ITB 36.2.

38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document.

40. Notification of Award

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted.

40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will publish in an English language newspaper or well-known freely accessible **in official website www.mprrda.com**, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

41. Signing of Contract

41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1 Within **Twenty Eight (28) days of the receipt of Acceptance letter/** notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security **and liable to be debarred from participation in Bids under PMGSY for a period of one year.**

42.3 Deleted as specified in BDS.

Section 2 - Bid Data Sheet

A. General

ITB 1.1	<p>The number of the Invitation for Bids is :</p> <p>For RCTRC : –MP-RCTRC-01 , Bhopal</p> <p>For RRNMU : –MP-RRNMU-01, Jabalpur</p>
ITB 1.1	The Employer is: Madhya Pradesh Rural Road Development Authority, Bhopal, acting through Chief Executive Officer
ITB 1.1	<p>The name of the bidding process is: Single stage Two-Envelop Procedure.</p> <p>The identification number of the bidding process is : As per NIB</p> <p>The number and identification of lots comprising this bidding process is: As per NIB</p>
ITB 2.1	The Borrower is: India
ITB 2.1	The name of the Project is: Construction of Building Works including water supply, sanitation, Electrification, Approach Road & other associated works etc. for Establishment of Rural Road Network Management Unit (RRNMU) at Jabalpur / Rural Connectivity Training & Research Centre (RCTRC) at Bhopal under MPRRDA. (As per NIB)
ITB 4.7	Deleted

B. Contents of Bidding Documents

	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention: Chief General Manager, MPRRDA</p> <p>Street Address: Paryavas Bhawan, Block No. 2</p> <p>Floor/Room number: 5th floor, Arera hill</p> <p>City: Bhopal</p> <p>PIN Code: 462011</p> <p>Country: India</p> <p>Telephone: : 0755-2570132</p> <p>Facsimile number: 07552573396</p> <p>Electronic mail address: ad.kapaley@pmgsy.nic.in</p> <p>Requests for clarification should be received by the Employer no later than: "the date as indicated in Notice Inviting Bids"</p>
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ITB 7.3	<p>Contact Person for Site data: For RCTRC Building, PIU-Bhopal Designation: General Manager, MPRRDA Address: PIU Office, 293,Rohit Nagar Phase-2,Akrati Eco City Road, Babadya kala, Bhopal (MP) Telephone: : 0755-2427596 Facsimile number: 0755-2427596 Electronic mail address: gmrrdabpl@hotmail.com,</p>	<p>Contact Person for Site data: For RRNMU Building, PIU-Jabalpur (MP) Designation: General Manager, MPRRDA Address: Near Tahsil Chouraha, Ambedkar Chowk, Near Beohar Baug, Jabalpur (MP) Telephone: : 0761-2621493 Facsimile number: 0761-2620273 Electronic mail address: gmrrdajbp@hotmail.com</p>
ITB 7.4	Pre-Bid meeting shall not take place.	Pre-Bid meeting shall not take place.
ITB 7.5	Bidders may submit their queries online to E-mail ID gmtdbmprda@rediffmail.com within period specified in NIB	Bidders may submit their queries online to E-mail ID gmtdbmprda@rediffmail.com within period specified in NIB

C. Preparation of Bids

ITB 11.1	<p>Contact Person for Site data: For RCTRC Building, PIU-Bhopal Designation: General Manager, MPRRDA Address: PIU Office, 293,Rohit Nagar Phase-2,Akrati Eco City Road, Babadya kala, Bhopal (MP) Telephone: : 0755-2427596 Facsimile number: 0755-2427596 Electronic mail address: gmrrdabpl@hotmail.com, Refer to Notice Inviting Bids & Section 1(a) for Online Electronic Government Procurement System (E-GPS)</p>	<p>Contact Person for Site data: For RRNMU Building, PIU-Jabalpur (MP) Designation: General Manager, MPRRDA Address: Near Tahsil Chouraha, Ambedkar Chowk, Near Beohar Baug, Jabalpur (MP) Telephone: : 0761-2621493 Facsimile number: 0761-2620273 Electronic mail address: gmrrdajbp@hotmail.com Refer to Notice Inviting Bids & Section 1(a) for Online Electronic Government Procurement System (E-GPS)</p>
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ITB 10.1	The language of the bid is: English
ITB 11.2 (xii)	The Bidder shall submit with its Technical Bid the following additional documents: None
ITB 11.3 (ii)	The Bidder shall submit with its Price Bid the following additional documents: None

ITB 13.1	Deleted
ITB 13.2	Deleted
ITB 13.3	Deleted
ITB 13.4	Deleted
ITB 14.5	The Price Adjustment shall not be applicable.
ITB 14.6	Deleted
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: Indian Rupees
ITB 15.2	Deleted
ITB 17.2	Deleted
ITB 18.1	The bid validity period shall be 90 days.
ITB 19.1	The Bidder shall furnish a bid security amount : as stated below for RCTRC Building (INR) Rs. As per NIB for RRNMU Building (INR) Rs As per NIB
ITB 19.3	Refer Section 1(a) for Online Electronic Government Procurement System (E-GPS). The Fixed Deposit / Demand Draft shall be in favour of the General Manager, MPRRDA of the respective Project Implementation Unit. The Employer's address is as mentioned BDS for ITB 11.1.
ITB 20.1	Refer to Notice Inviting Bids & Section 1(a) for Online Electronic Government Procurement System (E-GPS).
ITB 20.2	Deleted

D. Submission and Opening of Bids

ITB 21.1	"The Bidders intending to participate in this Bidding process are required to follow procedures for registering on the e-Procurement portal, setting up of Machine, obtaining a digital certificate and other procedures specific to the e-procurement. Detailed instruction is provided in Notice Inviting Bids and Section 1(a) for Online Electronic Government Procurement System (E-GPS).
ITB 21.4 & ITB 21.5	Deleted
ITB 21.2 & ITB 22.1	For <u>bid submission purposes</u> only, the Employer's address is: Attention: For RCTRC Building, PIU-Bhopal Designation: General Manager, MPRRDA Address: PIU Office, 293,Rohit Nagar Phase-2,Akrati Eco City Road, Babadya kala, Bhopal (MP) Telephone: : 0755-2427596 Facsimile number: 0755-2427596Electronic mail address: gmrrdabpl@hotmail.com , The deadline for bid submission is: As per NIB

	<p>Date:</p> <p>Time:</p> <p>For RRNMU Building, PIU-Jabalpur (MP)</p> <p>Designation: General Manager</p> <p>Address: Near Tahsil Chouraha, Ambedkar Chowk, Near Beohar Baug, Jabalpur (MP)</p> <p>Telephone: : 0761-2621493</p> <p>Facsimile number: 0761-2620273</p> <p>Electronic mail address: gmrrdajbp@hotmail.com</p> <p>The deadline for bid submission is: As per NIB</p> <p>Date:</p> <p>Time:</p>
ITB 25.1	<p>The opening of the Technical Bid shall take place at:</p> <p>Street Address:</p> <p>Same as specified in ITB 21.2 & ITB 22.1</p> <p>If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Refer to Notice Inviting Bids & Section 1(a) for Online Electronic Government Procurement System (E-GPS).</p>
ITB 25.5	Deleted for e-bid opening.
ITB 25.6	Deleted

E. Evaluation and Comparison of Bids

ITB 31.1, 31.2 & 31.3	Deleted
ITB 34.1	<p><i>[In case of ICB]</i> The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees</p> <p><i>or</i></p> <p><i>[In case of NCB]: Indian Rupees</i></p>
ITB 35.1	Deleted.
ITB 36.2 (b) & (d) & (e)	Deleted
ITB 36.4	Deleted
ITB 36.5	<p>If the Bid of the successful Bidder is found unbalanced in accordance with ITB 36.5, the amount of the Performance Security will be increased by an additional amount of maximum 5% (five percent) of the Contract Price.</p> <p>Additional Performance Security for unbalanced bids will be released on completion of works.</p>

Section 3 - Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) & (c) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

Non-compliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

- 1.2 Bidders who meet the minimum qualification criteria will be qualified only if their available Bid capacity for construction work is equal to or more than the amount indicated in Bid Data Sheet. The available Bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (3 \times A \times N - B)$$

where

A = Maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Works for which Bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

B = Value of existing commitments and on-going works to be completed during the period of completion of the Works for which Bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the Works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

2. Qualification

Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	
			One Partner	

2.1.1 Nationality

Nationality in accordance with ITB Sub-Clause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Sub-Clause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.4 Government-Owned Entity

Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms - 1; ELI - 2 with attachments
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2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a UN Security Council resolution or Employer's country law, as described in ITB Sub-Clause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.2 Pending Litigation

Pending Litigation criterion shall apply.

2.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

2.3 Financial Requirements

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 years to demonstrate the current soundness of the Bidders financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

2.3.2 Maximum Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Maximum annual construction turnover is taken for RCTRC Rs. 624.22* (in INR), calculated as total certified payments received for contracts in progress or completed, within the last 5 years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN – 2
Maximum annual construction turnover is taken for RRNMU Rs. 385* (in INR), calculated as total certified payments received for contracts in progress or completed, within the last 5 years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN – 2
Note : *Equal to estimated cost of work					

2.3.3 Financial Resources Requirement

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Using Forms FIN-3 and FIN-4 in Section 4 (Bidding Forms), the Bidder must demonstrate access to, or availability of, liquid assets ¹ , lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder's financial resources requirement indicated in Form FIN-4.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN – 3 and Form FIN – 4

1 Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

2 The Bidder should have minimum solvency of 30% of estimated cost from a Nationalized Bank/Schedule Bank of India.

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least one contract that has been successfully or substantially completed within the last 7 years and that is similar to the proposed works, where the value of the Bidder's participation exceeds. One contract should be more than 75% of cost as shown in section 3 para 2.3.2. The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP - 1
OR					

*The amount will be specified by individual State at the time of issuance of bid document.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least two contracts that have been successfully or substantially completed within the last 7 years and that are similar to the proposed works, where the value of the Bidder's participation exceeds two contracts should be more than 50% of cost as shown in section 3 para 2.3.2. The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).	must meet requirement	must meet requirement as follows: Either one partner must meet requirement Or any two partners must each demonstrate one (1) successfully or substantially completed contract of similar size and nature	not applicable	not applicable	Form EXP -1

*The amount will be specified by individual State at the time of issuance of bid document.

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Letter of Technical Bid

Date:

NIB No.:

To : **Chief General Manager, MPRRDA, Bhopal (MP)**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
Construction of Building Works for establishment of RCTRC /RRNMU under MPRRDA (Strike out whichever is not applicable)
- (c) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (f) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13;
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (h) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB4.5; ¹ **(Mention which is applicable)**
- (i) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

- (j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name

In the capacity of

Signature

Duly authorized to sign the Bid for and on behalf of **(Name of firm)**

Date

¹ Use one of the two options as appropriate

Letter of Financial Bid

Date:

NIB No.:

To: **Chief General Manager, MPRRDA, Bhopal (MP)**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute the Works described below and remedy any Defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities with the rates entered in Section 4, Bill of Quantities and Addenda for Item Rate Contract:
Construction of Building Works for establishment of RCTRC / RRNMU under MPRRDA (*Strike out whichever is not applicable*)
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
As per offer item wise Price Bid landed amount
- (d) The discounts offered and the methodology for their application are: *[insert in percentage] [in figure and in words]*
Discount offered applies only to the total cost of Civil Works;
- (e) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We undertake to commence the Works on receiving the Notice to Proceed with work in accordance with the Contract documents;
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB; and
- (k) We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and as specified in the Bid Data Sheet.

Name

In the capacity of

Signature.....

Duly authorized to sign the Bid for and on behalf of **(Name of firm)**

Date

Bid Security (~~DELETED~~)

Bank Guarantee

..... *Bank's Name, and Address of Issuing Branch or Office*

Beneficiary: *Name and Address of Employer*

Date:

Bid Security No.:

We have been informed that *name of the Bidder*. (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *name of contract* under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *name of Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures* (..... *amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days (28) after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458¹.

..... *Bank's seal and authorized signature(s)*

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document.

¹ Or 758 as applicable.

SAMPLE FORMAT OF AFFIDAVIT (On Non judicial Stamp)**Affidavit**

IS/o.....aged years resident of
..... (address)
.....(For and behalf of), do here by and herewith
solemnly affirm / state on oath that: -

1. Information furnished in "Section-4" of the Bidding Documents is correct in all respects to the best of my knowledge and belief.
2. The names of retired gazetted officer (if any) as per ITB 11.2 (xi) who retired within the last two years with the following ranks viz. **(Junior Engineer, Assistant Engineer, Executive Engineer, Superintending Engineer, Chief Engineer, Engineer-in-Chief)** from the Govt. Departments in employment is as below: (in case there is no such person in his employment, his affidavit should clearly state this fact.).
3. the near relations as per clause ITB 11.2 (xi) in the departments are not in his employment of the firm/ company. (Note: - By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law.)

Deponent

(.....)

Authorized signature / for and on behalf

Verification

IS/o..... do here by affirm that the contents
submitted in Technical & Financial Bid are true to the best of my knowledge and believe and are
based on my / our record.

Verified that this..... date of 20__ at (Place)

Deponent

(.....)

Authorized signature / for and on behalf

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

This is to certify that M/S ----- is a reputed company with a good financial standing.

If the Contract for the work, **Construction of Building Works for establishment of RRNMU /RCTRC under MPRRDA** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of

1. For RCTRC Rs. 62.50 Lacs
2. For RRNMU Rs. 38.50 Lacs* to meet their working capital requirements for executing the above Contract.

Signature of Senior Bank Manager
Name of the senior Bank Manager
Address of the Bank
Stamp of the Bank

Note: Certificate should be on the letterhead of the Bank and phone, fax and e-mail address should be clearly written.

***The amount will be specified by individual State at the time of issuance of bid document.**

Technical Proposal

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Technical Proposal - Personnel

Form PER – 1: Proposed Personnel

Bidder shall provide the details of the proposed personnel and their experience records in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
etc.	Title of position*
	Name

*As listed in Section 6 (Employer's Requirements).

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant Technical and Management Experience

Technical Proposal - Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Technical Proposal – Site Organization

Technical Proposal – Method Statement

Technical Proposal – Mobilization Schedule

Technical Proposal – Construction Schedule

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB20.1. <input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5. 	

Form ELI - 2: JV Information Sheet

Each member of a JV and Specialist Subcontractor must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Specialist Subcontractor's legal name	
JV Partner's or Specialist Subcontractor's country of constitution	
JV Partner's or Specialist Subcontractor's year of constitution	
JV Partner's or Specialist Subcontractor's legal address in country of constitution	
JV Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB20.1. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 	

Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes which cannot be provided by the main Contractor.

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder or member of a JV must fill in this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria).

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each JV member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

Form FIN - 1: Historical Financial Performance

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 5 Years [INR]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

Information from Balance Sheet

Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits After Taxes					

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated above, complying with the following conditions.

- Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.

☐ Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Maximum Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed in INR.

Annual Turnover Data for the Last <u>5</u> Years (Construction only)			
Year	Amount Currency		INR
1			
2			
3			
4			
5			
Maximum Annual Construction Turnover			

Form FIN – 3: Availability of Financial Resources

Specify proposed sources of financing, such as liquid assets¹, lines of credit, and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form Fin – 4.

Financial Resources		
No.	Source of financing	Amount (INR)
1		
2		
3		

¹ *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.*

Form FIN- 4: Financial Resources Requirement

Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each JV partner's) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

Financial Resources Requirement						
No .	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Remaining Contract Period in months (A) ¹	Outstanding Contract Value (B) ²	Monthly Financial Resources Requirement (B / A)
1						
2						
3						
4						
A. Cumulative Financial Resources Requirement for Current Contract Commitments ³						INR
B. Financial Resources Requirement for Subject Contract (Employer to specify)						1. For RCTRC, INR Rs 42 lacs Completion period 15 months 2.For RRNMU, INR Rs 32lacs* Completion period 12 months
Financial Resources Requirement (Sum of A and B)						INR

¹ Remaining contract period to be calculated from 28 days prior to bid submission deadline.

² Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.

³ Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

Estimated Contract Value (Inclusive of Taxes and Duties)
Completion Period in Months

Form EXP – 1: Contracts of Similar Size and Nature

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	INR	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 2.4.1 of Section 3		
Contract size.....	1. RCTRC Works - Estimated cost/PAC = Rs. 624 Lac INR 2. RRNMU Works - Estimated cost/PAC = Rs. 385 Lac INR	
Complexity.....	As per specification	
Methods.....	As per specification	
Technology.....	As per specification	

Note: Substantial completion means receiving certified payments under Contracts in progress for more than 80% of the total Contract value”

Schedules

Bill of Quantities

[Admeasurement Contract]

Preamble

1. The Bill of Quantities shall be read in conjunction with the instruction to Bidders, Conditions of Contract, Technical Specification and Drawings.
2. The Quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The contractor's rates, quoted for various items of works, shall be inclusive of overhead charges, which include all elements such as his site accommodation, setting up plant, access road, water supply, electricity and general site arrangements, expenditures on contractor's office, site supervision, documentation, and "as built" drawings, mobilization/demobilization of resources, laboratory equipments, quality controls, laboratory testings, tools & plants, survey instruments, setting out of works including verification of centre line, dimensions, trial pits, bore holes, watch & ward, traffic management and road safety measures during construction, expenditure of self guarding environment, sundries, finance, taxes, royalties levies, cess VAT/sales/turnover tax, work insurance, compensation etc. as applicable and all expenditures incidental to works.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate of price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate of price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and even if execution is required no payment will be made.
6. The whole cost of complying with provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. Reference to the relevant sections of the contract documentation shall be made before entering rates of process against each item in the Bill of Quantities.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of Engineer in accordance with Conditions of Contract.
9. Errors will be corrected by the Employer in accordance with Clause 33 of the Instructions to Bidders.
10. Due to mechanization of construction work, the BOQ items are relevant to use of plant and equipment. However, manual means are not ruled out in case, where work areas may be inaccessible.
11. Labour deployment shall be governed by applicable labour laws prevailing in the State where the project lies.
12. Contractor will make his own arrangement for cement (grey), steel (re-bars), bricks, aggregates and all other construction materials and shall be responsible for royalties that become payable to the State/owners.
13. The dismantled materials shall become the property of contractor for which he should consider or include the salvage value in the rates quoted.
14. The source of materials and samples are required to be approved by the Engineer before the start of any work. However the contractor shall be solely responsible for quality of materials as per specifications.
15. The rates of items include cost of testing of cement (grey), steel (re-bars), bricks, aggregates, other materials and works.
16. Grade of cement shall be as per mix design requirement.
17. It will not be obligatory on the part of the Engineer to provide any assistance to obtaining lease/permits for extraction of minor minerals. The contractor will not be entitled to any excuse whatsoever on account of any delay in obtaining minor minerals and other materials to be used on the works.

18. Dismantling or shifting of utilities will be done by the concerned department under the supervision of the Engineer. If however, certain minor utilities / services are affected during execution of works, contractor shall immediately inform the Engineer and carry out corrective measures, under the supervision of the concerned department with prior information to the users.
19. Latest codes and specifications at date of NIB shall be referred to during execution.
20. All environmental safeguard measures are incidental to the work and nothing extra, whatsoever, on this account is payable to the contractor.
21. The contractor shall ensure execution of work in accordance with precautions for environmental safeguards as per Conditions of Contract and defect liability stage of the Project.
22. The compliance of the safeguard details as per Conditions of Contract and is mandatory and is incidental to the work where applicable and nothing extra on this account is payable.
23. **The description, units and nomenclature in bill of quantities (BOQ) has been prepared from Standard Schedule of rates (SOR)MPPWD SOR year 2009 for Building Works amended in year 2012, MPPWD SOR year 2008 for Electrical Works , MPPWD SOR year 2014 for Roads & Bridge Works , MPPWD SOR year 2014 for Building Works ,MPPWD SOR year 2014 for Electrical Works ,MPRRDA SOR Aug, 2013 for road works, with amendments will be applicable.**
For non schedule item/extra items description nomenclature given in foot note bill of quantities (BOQ) is to be followed.
24. **The Specification and procedure for non-SOR items in bill of quantities (BOQ) will be as per relevant specification, Standard of codes, ISI/BIS/, if not available in codes then best practices prevailing in the industry and as per direction, approval of Engineer-in-Charge.**
25. **Building is designed on Green concept with energy efficient & with modern amenities, information technology facilities are required.**

Bill of Quantities [Admeasurement contract]

Name of Work: **Construction of Building Works for establishment of RRNMU and RCTRC under MPRRDA**

Sl. No.	Description of items (with brief specification and reference to Technical specifications)	Quantity	Unit	Rate in Indian Rupees		Amount in Indian Rupees
				In Figures	In Words	
As per attached Bill Of Quantities. (BOQ)						

Section 5 - Eligible Countries

This section contains the list of eligible countries.

Regional Members (48 nos.)

Afghanistan

Armenia

Australia

Azerbaijan

Bangladesh

Bhutan

Brunei Darussalam

Cambodia

China, People's Republic of

Cook Islands

Fiji

Georgia

Hong Kong, China

India

Indonesia

Japan

Kazakhstan

Kiribati

Korea, Republic of

Kyrgyz Republic

Lao PDR

Malaysia
Maldives
Marshall Islands
Micronesia, Federated States of
Mongolia
Myanmar
Nauru
Nepal
New Zealand
Pakistan
Palau
Papua New Guinea
Philippines
Samoa
Singapore
Solomon Islands
Sri Lanka
Taipei, China
Tajikistan
Thailand
Timor-Leste
Tonga
Turkmenistan
Tuvalu

Uzbekistan

Vanuatu

Viet Nam

Non regional Members (19 nos.)

Austria

Belgium

Canada

Denmark

Finland

France

Germany

Ireland

Italy

Luxembourg

The Netherlands

Norway

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom

United States

Section 6 – Employer’s Requirements

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Specifications

TO BE PROVIDED BY THE EMPLOYER

As per description provided in BOQ & specification of the MP PWD, MPRRDA, CPWD and relevant IRC, ISI/ BIS & SP specification/relevant specifications and Codes

Drawings

Architectural Drawing & Structural Drawings

(TO BE PROVIDED BY THE EMPLOYER)

These can be seen in the following PIU office

For RCTRC Building, PIU-Bhopal

Designation: General Manager, MPRRDA

Address: PIU Office, old secretariate, Bhopal (MP)

Telephone: : 0755-2734796

Facsimile number: 0755-2738774/2734796

Electronic mail address:

gmrrdabpl@hotmail.com,

&

For RRNMU Building, PIU-Jabalpur (MP)

Designation: General Manager, MPRRDA

Address: Near Tahsil Chouraha, Ambedkar Chowk, Near Beohar Baug, Jabalpur (MP)

Telephone: : 0761-2621493

Facsimile number: 0761-2620273

Electronic mail address: gmrrdajbp@hotmail.com

Supplementary Information Regarding Works To Be Procured

To be provided by the Employer

**Instruction given by the MPRRDA time to time and during construction of the
work also be followed**

Personnel Requirements

Using Form PER-1 and PER-2 in Section 4 (Bidding Forms), the Bidder must demonstrate it has personnel that meet the following requirements:

No.	Position	Minimum Number of experts	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager	1	15	10
2	Structure Engineer	1	<u>15</u>	10
3	Quality Control Engineer	1	<u>10</u>	<u>5</u>
4	Site Engineer	2	<u>5</u>	3

Equipment Requirements

Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate it has the key equipment listed below:

No.	Equipment Type and Characteristics	Minimum Number Required
1	Equipment for concrete work Concrete batching plant	1
	Concrete transit mixer	1
	Concrete mixer (diesel)	2
	Concrete mixer (electrical)	2
	Needle vibrator (electrical)	2
	Needle vibrator (petrol)	3
	Table vibrator (elect./ petrol)	2
2	Equipment for building work Block making machine	1
	Bar bending machine	1
	Bar cutting machine	1
3	Dewatering Equipment Pumps (Diesel)	1
	Pumps (Elect.)	1
4	Power Equipment Diesel Generators	1
5	Water Tanker	2
6	Truck/Dumper	4

Section 7 - General Conditions of Contract

As per Notice Inviting E-Tender
[Name of Employer]

As per Notice Inviting E-Tender
[Name of Contract]

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1 [Appointment of Adjudicator] hereunder.
- (d) **Bank** means the financing institutions named in the **PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC 51.1 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 69.1 [Completion].
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.
- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for

- remedying defects.
- (q) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (r) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **PCC**.
 - (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
 - (s1) The **Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works, routine maintenance and administering the Contract.
 - (t) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
 - (u) **In writing** or **written** means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
 - (v) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
 - (w) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised by the Project Manager by issuing an extension of time or an acceleration order.
 - (x) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
 - (y) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
 - (z) **"Party"** means the Employer or the Contractor, as the context requires.
 - (aa) **PCC** means Particular Conditions of Contract
 - (bb) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
 - (cc) The **Project Manager** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
 - (dd) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
 - (ee) **Schedules** means the document(s) entitled schedules,

completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

- (ff) The **Site** is the area defined as such in the **PCC**.
- (gg) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (hh) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ii) The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (jj) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (kk) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ll) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (mm) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Contract Agreement,
 - (b) Letter of Acceptance,
 - (c) Letters of Technical Bid and Price Bid,
 - (d) Particular Conditions of Contract,
 - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (f) General Conditions of Contract,

- (g) Specifications,
 - (h) Drawings,
 - (i) Completed Activity Schedules or Bill of Quantities, and
 - (j) any other document listed in the **PCC** as forming part of the Contract.
- 3. Language and Law**
 - 3.1 The language of the Contract and the law governing the Contract are stated in the **PCC**.
 - 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
 - 1.(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
- 4. Contract Agreement**
 - 4.1 The Parties shall enter into a Contract Agreement within **28 days** after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
- 5. Assignment**
 - 5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:
 - (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
 - (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
- 6. Care and Supply of Documents**
 - 6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
 - 6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
 - 6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
 - 6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly

give notice to the other Party of such error or defect.

7. Confidential Details

- 7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.
- 7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
- 7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

8. Compliance with Laws

- 8.1 The Contractor shall, in performing the Contract, comply with applicable Laws.
- 8.2 Unless otherwise stated in the Particular Conditions:
- (a) the Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Employer's Country; country where the Site is located] which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract;
 - (b) the Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the [...Employer's Country or country where the Site is located] which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under Sub-Clause 8.2(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Employer or its personnel, including the Subcontractors and their personnel, but without prejudice to Sub-Clause 8.1

hereof.

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| 9. Joint and Several Liability | 9.1 If the Contractor is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, unless otherwise specified in the PCC , and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Employer. |
| 10. Project Manager's Decisions | <p>10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.</p> <p>10.2 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.</p> <p>10.3 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the Contract.</p> <p>10.4 The Engineer shall obtain the specific approval of the Employer before taking any of actions specified as below :</p> <ul style="list-style-type: none"> (i) approving a Variation, (ii) approving a new item rate or revised item rate for a BOQ item, (iii) approving subletting of any part of the Works, (iv) approving an extension of time, (v) deciding liquidated damages |
| 11. Delegation | 11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor. |
| 12. Communications | 12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 13. Subcontracting | <p>13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.</p> <p>13.2 As per PCC</p> <p>13.3 As per PCC</p> |
| 14. Other Contractors | 14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule |

of Other Contractors, and shall notify the Contractor of any such modification.

15. Personnel and Equipment

15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

15.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.

16. Employer's and Contractor's Risks

16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

17. Employer's Risks

17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

- 18. Contractor's Risks**
- 18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 19. Insurance**
- 19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 19.5 Both parties shall comply with any conditions of the insurance policies.
- 20. Site Investigation Reports**
- 20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **PCC**, supplemented by any information available to the Contractor.
- 21. Contractor to Construct the Works**
- 21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 22. The Works to Be Completed by the Intended Completion Date**
- 22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 22.2 As per PCC
- 23. Designs by Contractor and Approval by the Project Manager**
- 23.1 The Contractor shall carry out design to the extent specified in the **PCC**. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has

been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

23.3 The Contractor shall be responsible for design of Temporary Works.

23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

24. Safety

24.1 The Contractor shall be responsible for the safety of all activities on the Site.

24.2 As per PCC

24.3 As per PCC

25. Discoveries

25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

26. Possession of the Site

26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

27. Access to the Site

27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

28. Instructions, Inspections and Audits

28.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

28.3 The Contractor shall permit ADB to inspect the Contractor's accounts, records and other documents relating to the submission of bids and

contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from ADB.

**29. Dispute
Redressal
System**

29.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, above the rank of the Project Manager within 30 days of its occurrence. The Competent Authority here shall be the Chief Executive Officer, MPRRDA. The competent authority shall, within a period of Sixty days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall be final and binding upon the Contractor subject to review as here in after provided In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence **unless the contract has been terminated under clause 73 of GCC.**

**30. Procedure for
Disputes**

30.1 Any party not satisfied with the decision of competent authority referred to in clause 29 of GCC may refer the case to MP Arbitration Tribunal constituted under *Madhya Pradesh Madhyashtam Adhikaran Adhiniyam 1983.*

30.2 Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, *unless the contract has been terminated under clause 73 of GCC.*

B. Staff and Labor

- 31. Forced Labor** 31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor—contracting arrangements.
- 32. Child Labor** 32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
- 33. Workers' Organizations** 33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.
- 34. Non-Discrimination and Equal Opportunity** 34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

C. Time Control

- 35. Program**
- 35.1 Within the time stated in the **PCC**, after the date of the Letter of Notice to proceed with the work, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 35.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the **PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the **PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 35.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 36. Extension of the Intended Completion Date**
- 36.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 36.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 37. Acceleration**
- 37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 38. Delays Ordered by the Project Manager**
- 38.1 As per PCC

- 39. Management Meetings**
- 39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 40. Early Warning**
- 40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
- 40.3 As per PCC

D. Quality Control

- 41. Identifying Defects**
- 41.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 42. Tests**
- 42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 43. Correction of Defects**
- 43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 44. Uncorrected Defects**
- 44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this

amount.

E. Cost Control

- 45. Contract Price**
- 45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 46. Changes in the Contract Price**
- 46.1 In the case of an ad-measurement contract:
- (a) The revision of Rate of any BOQ item due to increase or decrease in quantity shall not be permitted.
 - (b) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 47. Variations**
- 47.1 Replaced by PCC (section 8)
- 47.2 Replaced by PCC (section 8)
- 47.3 Replaced by PCC (section 8)
- 47.4 Replaced by PCC (section 8)
- 47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

48. Cash Flow Forecasts

48.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

49. Payment Certificates

49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

49.3 The value of work executed shall be determined by the Project Manager.

49.4 The value of work executed shall comprise:

- (a) In the case of an admeasurements contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

49.5 The value of work executed shall include the valuation of Variations and Compensation Events.

49.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

49.7 Payment of final bill shall be governed by provision of Clause No. 71.1.

49.8 "Payment of contractor's final bill shall be released after submission of 'No dues' certificate from district collector relating to the payment of royalty."

50. Payments

50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate.

50.2 **DELETED**

50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the

Contract.

50.5: The Employer shall have the right to cause Audit and Technical Examination of the Works and the final bills of the Contractor including all supporting vouchers, abstracts etc. to be made as per payments of the final bills. If as a results of such Audit and Technical Examination (i) any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or (ii) 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 overpayment and it shall be lawful for the Employer to recover the same from the retention money of the Contractor or from any dues payable to the Contractor from the Employer's account. If it is found that the Contractor was paid lesser than what was due to him under the Contract in respect of Works executed by him under it, the amount of such underpayment shall be duly paid by the Employer to the Contractor.

50.6: 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 decision of the Employer shall be final binding and conclusive.

50.7: 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 Employer 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.

51. Compensation Events

51.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have

no Defects.

- (e) The Project Manager unreasonably does not approve a subcontract to be let **within a reasonable time**.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion **within a reasonable time**.

51.2 If a Compensation Event would prevent the work being completed before the Intended Completion Date the Intended Completion Date would be extended. The Project Manager shall decide whether and by how much the Intended Completion Date shall be extended.

52. Tax

52.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales tax and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

52.2 **Final payment will be done after submission of No dues'/royalty clearance certificate from District Authorities/Collector.**

53. Currencies

53.1 Where payments are made in currencies other than the currency of the Employer's country specified in the **PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

54. Price Adjustment

Deleted.

55. Retention

- 55.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **PCC** until Completion of the whole of the Works.
- 55.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 69.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” bank guarantee/ Fixed Deposit Receipt (**FDR.**)

56. Liquidated Damages

- 56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

57. Bonus

- 57.1 **Deleted.**

² The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.10 ~ 0.20) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

58. Advance Payment

- 58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PCC** by the date stated in the **PCC**, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 58.2 The Contractor is to use the advance payment only to pay for mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 58.3 The mobilization advance payment shall be repaid by deducting amounts from payments due to the Contractor on pro-rata basis after 15% financial progress in a manner that recovery shall be completed when the progress will reach to 80% of the Contract Price or when 75% of stipulated or validly extended period is over; whichever event is

earlier. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Compensation Events, or Liquidated Damages, if applicable.

59. Securities

59.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the **PCC**, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date **45 days After completion of maintenance/defect liability period. Performance Security will be released after defect liability period is over & Engineer has certified that the contractor has satisfactorily corrected the defects.**

60. Day works

60.1 **Deleted.**

- 61. Cost of Repairs** 61.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

F. Force Majeure	
62. Definition of Force Majeure	<p>62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party.

- 62.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

- 63. Notice of Force Majeure** 63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

- 63.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

- 63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

- 64. Duty to** 64.1 Each Party shall at all times use all reasonable endeavours to minimize

Minimize Delay	any delay in the performance of the Contract as a result of Force Majeure.
	64.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
65. Consequences of Force Majeure	<p>65.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Sub-Clause 63 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub-Clause 30.1 [Procedure for Disputes] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Sub-Clause 36 [Extension of the Intended Completion Date], and (b) if the event or circumstance is of the kind described in sub-paragraphs (a) to (d) of GCC Sub-Clause 62.2 [Definition of Force Majeure] and, in the case of sub-paragraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Sub-Clause 19 [Insurance]. <p>65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Sub-Clause 10 [Project Manager's Decisions] to agree or determine these matters.</p>
66. Force Majeure Affecting Subcontractor	66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.
67. Optional Termination, Payment and Release	<p>67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Sub-Clause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Sub-Clause 73.5 [Termination].</p> <p>67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate which shall include:</p> <ul style="list-style-type: none"> (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place

the same at the Employer's disposal;

- (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

68. Release from Performance

68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Sub-Clause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Sub-Clause 67.

G. Finishing the Contract

69. Completion

69.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

69.2 Up on the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor pursuant to Clause 22.

70. Taking Over

70.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

71. Final Account

71.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

72. Operating and Maintenance Manuals

- 72.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **PCC**.
- 72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **PCC** pursuant to GCC 72.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount stated in the **PCC** from payments due to the Contractor.

73. Termination

- 73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 73.2 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 Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
 - (e) the Project Manager 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 Project Manager;
 - (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub-Clause 22.1 [The Works to be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
 - (g) the Contractor does not maintain a Security, which is required;
 - (h) 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 the **PCC**.
 - (i) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].
 - j) if the Contractor fails to provide insurance cover as required under clause 19;
 - k) 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;

- l) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period of 30 days from the date of notice of proceed of the work.

73.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 73.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

73.5 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.

73.6 If the contract is terminated by employer for fundamental breach of Contract, the Contractor shall be debarred from participation in bids under MPRRDA in future.

74. Fraud and Corruption

74.1 ADB's Anticorruption Policy requires that Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "integrity violation" means any act, as defined under ADB's Integrity Principles and Guidelines, which violates ADB's Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice.
 - (vi) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an

ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding ADB's contractual rights of audit or access to information.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will sanction impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate³ in ADB-financed, or administered or supported activities or to benefit from an ADB-financed, administered or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

75. Payment upon Termination

75.1 If the Contract is terminated because of a fundamental breach of contract by the Contractor, the Project Manager shall (i) forfeit the Performance Security, and (ii) issue a certificate for value of the Works done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the amount calculated through the percentage to apply to the value of the Works not completed, as indicated in the Contract Data to GCC. If the total amount due to the Employer exceeds the amount of payment due to the Contractor, the difference shall be recovered from the retention money. If any amount is still left un-recovered it will be a debt payable to the Employer". **This debt will be recovered from any sums due or that may become due to the contractor under this or any other agreement & finally as arrears of land revenue.**

The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.

75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, 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.

76. Property

76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

77. Release from Performance

77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

³ Whether as a contractor, nominated subcontractor, consultant, manufacturer or supplier, or service provider; or in any other capacity (different names are used depending on the particular bidding document). A nominated subcontractor is one which either has been: (i) included by the Bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the Bidder's pre-qualification application or the bid; or (ii) appointed by the Employer.

78. Suspension of ADB Loan or Credit

78.1 In the event that the ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received the ADB's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in GCC 50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.

79. Eligibility

79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

79.2 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as specified

in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment and services.

79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

80 The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations:

The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures set forth in the IEE, EMP, ECOP and Environmental Assessment and Review Framework ("EARF"), (c) allocate the budget required to ensure that such measures are carried out, and (d) comply with any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the IEE and the EMP. The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer.

81 The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations in Sub-Clauses 2.3, 22.2, 24, 31, 32, 69.2, 80 and 82.

82 The Contractor shall comply with all relevant (a) labour laws and regulations applicable to the Contractor's personnel, including staff, consultants, contractors, and agents; and (b) workplace health and safety laws, and laws on welfare, sanitation and working conditions.

The Contractor shall provide equal wages and benefits to men and woman for work of equal value or type, and shall maximize employment of females and local poor and disadvantaged persons for construction and routine maintenance purposes.

83 The Contractor shall comply with (i) the measures and requirements set forth in the CPF (are available with concerned PIU as specified in Bid data sheet). to the extent each concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the CPF.

The Contractor shall allocate a budget for compliance with these measures, requirements and actions.

Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Particular Conditions of Contract Part A – Contract Data

A. General	
GCC 1.1 (c)	The Adjudicator shall be replaced with Dispute Redressal System and Arbitrator
GCC 1.1 (d)	The financing institution is Asian Development Bank (ADB)
GCC 1.1 (r)	The Employer is Madhya Pradesh Rural Road Development Authority (MPRRDA)
GCC 1.1 (s1)	The Engineer is: Head of respective Project Implementation Unit of the District where the Contract package is situated. The responsibilities of the Engineer may be delegated to the Supervision Quality Control Consultant appointed by the Employer for specific purposes.
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be: (As per NIB) from the Start Date as per GCC 1.1 (ii).
GCC 1.1 (cc) & 10.1	The Project Manager is: General Manager, MPRRDA of Concerned PIU
GCC 1.1 (ff)	The Site is located at As per Bid Data Sheet ITB 2.1 and 7.3
GCC 1.1 (ii)	The Start Date shall be 15 days after issuance of Notice to Proceed.
GCC 1.1 (mm)	The Works consist of: Construction of Building Works including water supply, sanitation, Electrification, Approach Road & other associated works etc. for Establishment of Rural Road Network Management Unit (RRNMU) at Jabalpur / Rural Connectivity Training & Research Centre (RCTRC) at Bhopal under MPRRDA.
GCC 2.2	The Project is to be completed fully (i.e. 100%) by completion date and no sectional completion is permitted.
GCC 2.3	GCC 2.3 shall be replaced as: The documents forming the Contract shall be interpreted in the following order of priority: (a) <i>Contract Agreement</i> (b) Letter of Acceptance; (c) the Bid; (d) Particular Conditions of Contract;

	<p>(e) the List of Eligible countries that was specified in section 5 of the bidding document</p> <p>(f) General Conditions of Contract;</p> <p>(g) Specifications;</p> <p>(h) Drawings;</p> <p>(i) Bill of Quantities; and</p> <p>(j) The following document also form part of the Contract:</p> <p>The Initial Environmental Examination ("IEE") and the Environmental Management Plan ("EMP") are <i>available with concerned PIU as specified in Bid data sheet.</i></p>
GCC 3.1	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of India</p>
GCC 11.1	<p>The Project Manager, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.</p>
GCC 13.	<p>Added after GCC 13.1:</p> <p>Clause 13.2</p> <p>No subcontracting is permitted for Contracts costing below Rs. 5 Cr. The subcontracting shall be limited to 25% of Contract Price for Contracts costing Rs.5 Cr. and above with the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.</p> <p>Clause 13.3</p> <p>The Contractor shall not be required to obtain any consent from the Employer for:</p> <ul style="list-style-type: none"> (a) Subcontracting any part of the Works for which a specialized subcontractor is specified or engaged, subject to a limit of 0.5 Cr.; (b) the provision for labour, or labour component; (c) the purchase of Materials which are in accordance with the standards specified in the Contract.
GCC 14.1	<p>The Schedule of Other Contractors is not applicable.</p>
GCC 19.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: 100% of Accepted Contract Price Deductible equal to amount charged by the Insurance company for such insurance. (b) for loss or damage to Equipment: Covered in 19.1(a) above. Deductible covered in 19.1 above. (c) for loss or damage to property (except the Works, Plant, Materials, and

	<p>Equipment) in connection with Contract : Rs. 2 Lakhs for each occurrence, number of occurrence is unlimited..</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: Rs. 10 Lakh for injury and death.</p> <p>Deductible equal to amount charged by the Insurance company for such insurance.</p>
GCC 20.1	Site Investigation Reports are <i>available with concerned PIU as specified in Bid data sheet. If additional investigation required, same will be done by the contractor at his own cost.</i>
GCC 22.2	The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction.
GCC 23.1	The detailed design shall be provided by the Employer.
GCC 24.2	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment.
GCC 24.3	The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the trafficking of women and the risk of sexually transmitted diseases, including HIV/AIDS in such programs.
GCC 26.1	The Site Possession Date(s) shall be: within 15 days from the date of issue of notice to proceed with the work. <i>Employer shall handover the possession of at least 75% of the site.</i>
B. Time Control	
GCC 35.1	The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of notice to proceed with the work.
GCC 35.3	<p>The period between Program updates is 60 days.</p> <p>The amount to be withheld for late submission of an updated Program is 0.05% of the Contract Price.</p>
GCC 38.1	<p>GCC 38.1 shall be replaced as under:</p> <p>The Project Manager, with the prior written approval of the Employer, may instruct the Contractor to delay the start or progress of any activity within the Works.</p>
GCC 40.3	<p>Added after GCC 40.2:</p> <p>In addition to the foregoing, the Contractor shall provide the Project Manager with a written notice of any unanticipated environmental or social risks or impacts that arise during construction, implementation or operation of the Plant or Works, which were not considered in the IEE, the EMP, the Environmental Codes of Practice ("ECOP") or the Community Participation Framework ("CPF"), <i>are available with concerned PIU as</i></p>

	<i>specified in Bid data sheet.</i>
C. Quality Control	
GCC 42.	<p>Add Clause 42.2 as under:</p> <p>For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field Laboratory at the location decided by Engineer. The field laboratory will have minimum equipment to test steel, concrete and other construction materials. The Contractor shall be solely responsible for :</p> <p>a. Carrying out the mandatory tests prescribed in the Specifications, and</p> <p>b. For the correctness of the test results, whether performed in his laboratory or elsewhere.</p>
GCC 43.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 47.	<p>GCC 47. Variations shall be replaced as under:</p> <p>GCC 47. Deviations, Extra Items and Pricing:</p> <p>47.1 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Project Manager shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.</p> <p>47.2 In the case of substituted items (items that are taken up, where the quantity of any particular items of BOQ exceed by more than 25% or with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:</p> <p>(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</p> <p>(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</p> <p>47.3 The contractor shall send to the Project Manager once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself</p>

	<p>entitled and of all additional work ordered by the Project Manager which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorise consideration of such claims on merits.</p> <p>47.4 The following works shall be treated as works relating to foundation unless & otherwise defined in the contract:</p> <ul style="list-style-type: none"> (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower. (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level. (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works up to 1.2 metres above the ground level. (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level. (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
GCC 51.1 (h)	Delete the words "Other Contractors,"
GCC 51.1 (k)	Add of new sentence at the end "The time period for issuing Certificate of Completion is 2 months."
GCC 53.1	The currency of the Employer's country is: Indian Rupees . All payments will be made in Indian Rupees.
GCC 54.1 & 54.2	Deleted.
GCC 55.1	The proportion of payments retained is: 5% of amount from each Interim payment certificate
GCC 56.1	The liquidated damages for the whole of the Works are 0.036% of the Accepted Contract Price per day rounded off to nearest thousandth. The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price rounded off to nearest thousandth.
GCC 58.1	The Mobilization Advance amount is 5% of the Contract Price which will be paid within one month from the date of Notice to proceed with the work.
GCC 58.2	The phrase "Equipment, Plant, Materials, and" in 1 st sentence of GCC 58.2 shall be deleted.
GCC 58.3	<p>GCC 58.3 shall be replaced as under:</p> <p>The mobilization advance payment shall be repaid by deducting amounts from payments due to the Contractor on pro-rata basis after 15% financial progress in a manner that recovery shall be completed when the progress will reach to 80% of the Contract Price or when 75% of stipulated or validly extended period is over; whichever event is earlier. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Compensation Events, or Liquidated Damages, if</p>

	applicable.
GCC 59.1	The Performance Security amount is 5% of the Contract Price.
E. Finishing the Contract	
GCC 69.2	Up on the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor pursuant to Clause 22.
GCC 72.1	The date by which “as built” drawings are required is: in two sets within 28 days of the issue of Certificate of completion of the whole of the works.
GCC 72.2	The amount to be withheld for failing to produce “as built” drawings by the date required in GCC 72.1 is: 2% of the Contract price or Rs. 5 lakhs whichever is less. Default for consecutive 3 months may result in forfeiture of the withheld amount.
GCC 73.2	GCC 73.2 (h) -The maximum number of days is : 200 days
GCC 75.1	The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 (Twenty) percent
GCC 79.	<p>The followings are added as:</p> <p>79.4- The contractor shall enable ADB’s representatives to inspect the project, the goods and works, and any relevant records and documents.</p> <p>79.5- The contractor shall ensure that the sufficient staff is employed for the duration of the project with adequate and relevant expertise in the field of project management, financial management, engineering, construction supervision, procurement, construction, safety, and environmental and social safeguards implementation.</p> <p>79.6- The contractor shall ensure that works contracts follow all applicable labor laws of the relevant state, if any, and that these further include provisions to the effect that contractors (i) carry out HIV/AIDS awareness programs for labor and disseminate information at worksites on risks of sexually transmitted diseases and HIV/AIDS as part of the health and safety measures for those employed during construction; (ii) follow and implement all statutory provisions on labor (including not employing or using children as labor, equal pay for equal work), health, safety, welfare, sanitation, and working conditions; and (iii) maximize employment of females and local poor and disadvantaged persons for construction and routine maintenance purposes, provided that the requirements for efficiency are adequately met.</p>
Section 8	Special Conditions of Contract (SCC) – Part B- Special Clauses and Specific Provisions
Clause 84 Additional PCC	STACKING AND STORAGE OF CEMENT - SCC Part B

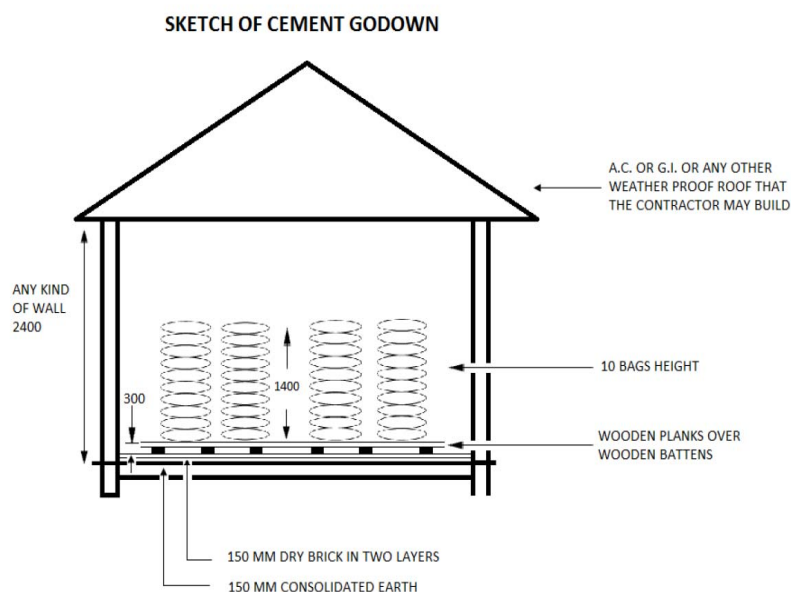
Section 8 : Special Conditions of Contract (SCC) – Part B- Special Clauses and Specific Provisions

The followings special clauses are applicable in the Contract during implementation of the Project:

Clause 84-Additional STACKING AND STORAGE OF CEMENT

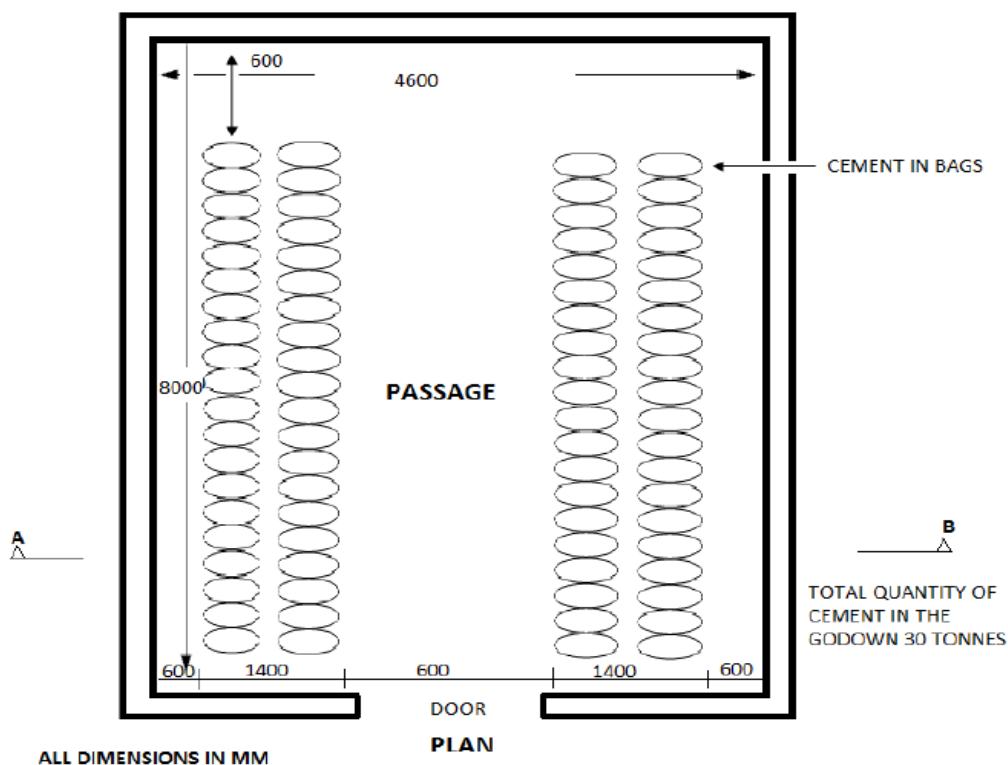
1. Cement in bags shall be stored and stacked in a shed which is dry, leakproof and as moisture-proof as possible. Flooring of the shed shall consists of the two layers of dry bricks laid on well consolidated earth to avoid contact of cement bags with the floor. Stacking shall be done about 150 to 200 mm clear above the floor using wooden planks. Cement bags shall be stacked at least 450 mm clear off the walls and in rows of two bags leaving in a space of at least 600 mm between two consecutive rows. In each row the cement bags shall be kept close together so as to reduce air circulation. Stacking shall not be more than 10 bags high to avoid lumping under pressure. In stacks more than 8 bags high, the cement bags shall be arranged in header and stretcher fashion i.e. alternately lengthwise and crosswise so as to tie the stacks together and minimize the danger of toppling over. A typical arrangement for storing and stacking of cement is shown in Fig.-1.
2. Different types of cement shall be stacked and stored separately. Cement bags shall be stacked in a manner to facilitate their removal and use in the order in which they are received.
3. For extra safety during monsoon, or when cement is expected to be stored for an unusually long period, each stack shall be completely enclosed by a water proofing membrane, such as polyethylene, which shall cover the top of the stack. Care shall be taken to see that the water proofing membrane is not damaged at any time during use.
4. Storage of cement at the work site shall be at the contractor's expense and risk. Any damage occurring to cement due to faulty storage in contractor's shed or on account of negligence on his part shall be the liability of the contractor.

Fig.-1



Section A-B

SECTION AB



85. Death or permanent invalidity of contractor

If the contractor is an individual or a proprietary concern, partnership firm dies during the currency of the contract or becomes permanently incapacitated or where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in clause 56 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.

86. Clause 36 & 56 of General Condition of Contract

The employer may, while the work is in progress, grant interim extension of time on the request of contractor reserving the right to recover the liquidated damages & decide the quantum of liquidated damages on completion of work taking into account the effect of compensation events & delay on the part of contractor.

Section 9 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

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Letter of Acceptance

(Letterhead paper of the Employer)

[Date]

To: _____ [Name of the Contractor]

_____ [Address of the Contractor]

Subject: -Bid for Construction of Building Works for Establishment of RRNMU / RCTRC under MP Rural Development Authority (MPRRDA) in «District» District. Package number - «Package_Number»
 Bid Amount Rs. «Amount_put_to_Bid» Lakhs

Reference: -This office NIB No [insert number] dated [insert date]

I am pleased to inform you that your offer which was opened on [insert date of opening of Financial Bid] for the Contract Price of Rupees [insert amount in figures and words] as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by [insert name of Employer] subject to verification of documents included in the Bid you have submitted online.

You are therefore requested to contact the General Manager, Project Implementation Unit, MPRRDA, District [insert name of the district] and submit the Performance Security in the amount of [insert the amount] in the “form included in Section 9 (Contract Forms) of the Bidding Document” duly pledged in favour of General Manager, Project Implementation Unit, MPRRDA, District [insert name of the district;] and sign and execute the Contract Agreement.

The Performance Security must reach the office of the General Manager, Project Implementation Unit, MPRRDA within 28 days after the receipt of this Letter of Acceptance. Upon receipt of the Performance Security and the signed Contract, and subject to the verification of the listed in ITB 11 original documents for authenticity, your Bid Security will be returned to you promptly. Failure to comply with these conditions may cause forfeiture of your Bid Security and annulment of the Contract award".

If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be at least 15 months initially, however, you shall get this Bank Guarantee extended in such a way that an amount equal to requisite Performance Security is always available with Employer until 45 days after the lapse of Defect Liability Period.

Chief General Manager
MPRRDA, Bhopal (MP)

Endt. No. /

Dated

Copy to

1. Accountant General, Audit, Madhya Pradesh, Bhopal
2. Chief General Manager, M.P Rural Road Development Authority,.....
3. General Manager, Project Implementation Unit, No. [insert number], M.P Rural Road Development Authority, [insert name of the district] for necessary action. You are authorized to execute the Contract after verification of qualifying documents and Contractor's deposit of the required Performance Security. Bid Security deposited by the Contractor will be returned only after signing of the Contract agreement. A certified copy of the agreement shall be sent to Head Office for record.

Chief General Manager
MPRRDA, Bhopal (MP)

ANNEXURE A TO LETTER OF ACCEPTANCE

List of Documents

- (a) Original document defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Documents supporting total monetary value of building construction works performed for each of the last 5 years.
- (c) Documents certifying experience in works of similar nature and size for each of the last 5 years and details of works in progress and/or contractually committed with certificates from the concerned officers of the rank of Executive Engineer or equivalent.
- (d) Evidence of ownership of major items of construction equipment or evidence of arrangement of possessing them on hire / lease / buying as defined in the bid.
- (e) Details of Technical Personnel proposed to be employed for the Contract.
- (f) Profit and Loss Statements and Auditors Reports for the last 5 years.
- (g) Evidence of (i) liquid assets (ii) unencumbered real assets (iii) other financial means and (iv) Lines of Credit.
- (h) Authority to seek references from Bidder's bankers.
- (i) Proposal for subcontracting, if applicable.
- (j) Methodology and Program of Construction.
- (k) J.V. Agreement, if applicable.
- (l) Current Income Tax/Commercial Tax, Permanent Account Number PAN/ TAN.
- (m) Affidavit stating that the Bidder shall mobilize the Key Equipment, Key Personnel consistent with the bidder's proposal, for construction and maintenance.
- (n) Affidavit as per ITB 11.2.
- (o) Performance Security.
- (p) license of electrical works as mentioned in ITB
- (q) Registration in EPF organization
- (r) Registration as contractor in appropriate class as per "Notice Inviting E-Tender."

Standard Form of Contract Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 33).

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____ 20__

Between [name and address of Employer]

(hereinafter called "the Employer") of the one part, and

[name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute

[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any Defects therein at a cost of Rs _____ (in words Rs _____) .

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the Defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) NIB
 - ii) Letter of Acceptance;
 - iii) Notice to proceed with the Works;
 - iv) Contractor's Bid;
 - v) Bid Data Sheet (BDS);
 - vi) Particular Conditions of Contract, Special Clauses and General Conditions of Contract;
 - vii) Specifications;
 - viii) Drawings;
 - ix) Bill of Quantities; and
 - x) Any other document listed in the Contract Data as forming part of the Contract.

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

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of: _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

Performance Security

[To be used by the Bank issuing Performance Security]

Bank's Name, and Address of Issuing Branch or Office

Beneficiary: *Name and Address of Employer*

Date:

Performance Guarantee No.:

We have been informed that..... *name of the Contractor* (hereinafter called "the Contractor") has entered into Contract No *reference number of the Contract* dated with you, for the execution of *name of contract and brief description of Works* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *name of the Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures** (*amount in words*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of **, and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Signature(s)

Advance Payment Security

[To be used by the Bank issuing the Bank guarantee]

..... Bank's Name, and Address of Issuing Branch or Office

Beneficiary: Name and Address of Employer

Date:

Advance Payment Guarantee No.:

We have been informed that **name of the Contractor** (hereinafter called "the Contractor") has entered into Contract

No **reference number of the Contract** dated with you, for the execution of **name** of

contract and brief description of Works (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum name of the currency and amount in figures .. (amount in words) is to be made against an advance payment guarantee.

At the request of the Contractor, we **name of the Bank** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **name of the currency and amount in figures** (**amount in words**) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number **Contractor's** account number at name and address of the Bank.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . day of , . . . , whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Seal of Bank and Signature(s)

Notice to Proceed with the Work

(Letter head of the Employer)

To, _____ (Date)

Name and address of the Contractor

Dear Sir,

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 42.1 and signing of the Contract for the Construction of Building Works for Establishment of RRNMU / RCTRC, you are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents. Details of your agreement are as under:-

1. Agreement Number & Date:-
2. Contract Price in Rupees:-
3. Period of completion:-

Yours faithfully,

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