

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

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

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

**Tender Document
For
Construction & Maintenance
Of Rural Roads/ Bridges**

**Issued by
Chief Executive Officer
M.P. Rural Road Development Authority**

September 2017

Tender Document for Construction of Rural Roads/ Bridges and Maintenance

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EXPLANATORY NOTE

Format of the Bidding Document

The Standard Bidding Document for Rural Roads/ Bridges follows the format of the PMGSY Bidding Document, which is similar to the format for National Competitive Bidding for Works (India Version) — as approved by the Ministry of Finance for World Bank aided projects.

The document has the added feature of maintenance of roads/ bridges for five years by the contractor who constructs the road/ bridges.

SECTION 1

LIST OF IMPORTANT DATES

e-procurement NOTICE

NOTICE INVITING TENDERS

SECTION 1

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

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

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

List of Important Dates of Bids for Construction/Upgradation of Roads/ Bridges and their Maintenance for Five years.

1. Name of Work

Sl . no	District	Package no.	Name of the work	Period of completion	Estimated Cost (Rs. Lakh)		Total Cost (Rs. Lakh)
					Construction	Maintenance	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

2. Maintenance Period is five years from the completion date

3. Date of Issue of Notice Inviting Bid

**4. Period of availability
of Bidding Documents on website
<https://www.mpeproc.gov.in> –**

**5. Time, Date and Place of Pre-bid Meeting
(if so required)**

**6.1. Deadline for Receiving Bids online,
including Scanned copy of demand
draft of Bid Security and of Demand
Draft towards cost of Bid Document
from a Scheduled Commercial Bank
and scanned copy of Affidavit.**

**6.2. Date of Submission of original documents such
as Bid Security, Cost of Bid document and Affidavit
(this date should be no later than three working days
after the submission of Technical Qualification part
of the bid)**

**7. Opening of Bids: The Bids will be opened online
by the authorized officer at the appointed time**

As per NIB issued separately

7.1. Time and Date for opening of Part-I of the Bid (The Technical Qualification Part)

7.2. Time and Date of opening of Part-II of the Bid (The Technical-Financial Part) of the Bidders who Qualify in Part I of the Bid.

8. Last Date of Bid Validity

9. Officer inviting Bids

As per NIB issued separately

.....Designation:

.....Address:

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
Block-II, 5th Floor, Paryavas Bhawan, BHOPAL (M.P.) – 462011

e-Procurement Notice NIB No.

No./...../22/D-12/MPRRDA/2018

Bhopal, Date :

Online Tenders for Construction of Rural Roads /CDs with 5 years maintenance are invited on the E-Procurement System portal <http://www.mpeproc.gov.in> as detailed below.

S. No	Phase	Name of District	No. of Package	Total PAC (Rs In lakh)

- Bid Security (EMD) is to be paid online. For detailed procedure of online payment of EMD and submission of affidavit please refer condition number 1 (a) and 1 (b) of detailed NIT. Bidders are advised to ensure payment of EMD well in advance before the end date for Submission of Bid. MPRRDA will not be responsible for contractor's failure to pay EMD within the proscribed time.
- For submission of affidavit please see prescribed form appearing as Annexure (A) with detailed NIT. If Scanned copy of affidavit submitted online is not on prescribed form the same will be rejected and bidder disqualified. Failure to submit original affidavit on prescribed form by given date & time will result in disqualification of bidder and forfeiture of EMD.

1. Tender document can be purchased only online from the above website from17:30 hrs. to upto 17:30 hrs. after making online payment of cost of tender document and service charges as appearing on the portal by using debit card/credit card or Internet banking account.
2. Other Key dates and details can be viewed in the detailed N.I.T. and tender document for construction & maintenance of rural roads/Bridges Sept. 2017 on the above-mentioned portal and concerned PIU.

Chief General Manager (T & e-G)
Madhya Pradesh Rural Road Development Authority,
Bhopal

[illegible]

III.Name of Works :- State Mandi Funds Roads

S. No	Name of District	Name of PIU	Package Number	PAC (Rs. in lakhs)		Total PAC (Rs. In lakh)	Time allowed for Completion of work	Cost of tender document	Whether First Call?
				For Construction Work	For 5 Year Maintenance work				
1	2	3	4	5	6	7	8	9	10

Estimated cost does not include GST. GST as applicable on the date of payment will be paid separately

1 (a) The amount of Bid Security is 1% of PAC rounded off to the nearest thousand rupees. The bidders are required to pay Bid Security online as appearing on e-procurement portal plus service charges through Debit / Credit Card, Internet Banking, or System generated Bank Challan for NEFT / RTGS before submission of Bid. Bid Security of disqualified / unsuccessful bidders will be refunded online in the Bank A/c notified by the bidders at the time of submission of Bids. To avoid last day rush / breakdown in system contractors are advised to ensure payment of Bid Security at least one day in advance before the end date of Bid Submission. Department will not be responsible if contractor fails to pay Bid Security due to Server / Power failure or any other reason.

1 (b) The bidders are required to submit original affidavit strictly on prescribed form (Annexure 'A' of this NIT) affirming correctness of information furnished with the bid to GM PIU concerned or in MPRRDA Head Office at Bhopal within two days from the last date fixed for opening of Technical Bid. Scanned Copy of this affidavit is to be uploaded with the technical bid online. If affidavit is not on prescribed form bidder will be disqualified at envelope 'A' stage. The employer will complete technical evaluation process on the basis of this scanned copy of affidavit. If original affidavit is not submitted within the prescribed time line or does not match with the scanned copy uploaded online, financial bid of such bidder will not be opened and Bid Security will be forfeited.

- Bidding is open to all eligible bidders fulfilling qualifying criteria as given in the bidding document and registered with MPPWD or contractors registered in appropriate class, with other State/Central Government departments, institutions, undertakings and authorities. Bidders not registered with MPPWD, will have to get themselves registered by the time of contract signing. For this purpose bidders are advised to apply for registration in PWD simultaneously so that there may not be any delay in signing the agreement if they become successful bidder. Undue delay on the part of the bidder in getting registered with MPPWD may result in cancellation of award and forfeiture of bid security.
- Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen online on the website <http://mpeproc.gov.in> Tender documents will be issued online from <http://mpeproc.gov.in> as per time schedule mentioned in Key Dates after making online payment of cost of bid document as mentioned above and service charges as appearing on the portal through Debit Card/Credit Card or Internet Banking.

A contractor participating in the tender for a particular package, for the first time, will have to pay cost of bid document as indicated in the NIT against each package. However, if a contractor who participated in the tender for a particular package in any previous call and paid full cost of bid document, submits bid for the same package in the second or subsequent calls, he is required to pay processing fee of Rs. 1000/- only through Debit Card/Credit Card or Internet Banking in addition service charges as appearing on the portal will have to be paid online. EMD instrument and original affidavit is to be submitted in the PIU, concerned or MPRRDA Head qrs. Bhopal as the case may be.

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

- The site for the work is available.
- Technical bids will be opened online as per time schedule mentioned in Key Dates in the office of concerned General Manager, Project Implementation Unit in the presence of bidders who may like to be present. If the

office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

6. Financial bid shall be opened online at MPRRDA Hqur. Bhopal as per time schedule mentioned in Key Dates in the presence of bidders who may like to be present.
7. To qualify for award of the Contract, each bidder should have in the last five years:
 - a. achieved in any one year during last 5 years a minimum financial turnover (as certified by CA and at least 50% of which is from civil engineering construction works only) volume of construction work of at least 75% of estimated cost of works (in case of packages less than 2 Cr. this is 60%) excluding maintenance cost for five years, for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year, (Clause 4.4 A of ITB)
 - b. and satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited.

Note: - In support of their financial turn over contractor should submit scanned copy of audited accounts for the period from 2012-13 to 2016-17.

If any contractor has satisfactorily completed work in which the cost of the following individual items or combination thereof constitutes to one-third of the amount put to tender, he shall be treated to have satisfied the requirement of 'similar work' qualification laid down in Clause 4.4.A (b) of I.T.B.

- i. Earthwork has been carried out with compaction at optimum moisture content and/or
 - ii. Construction of granular sub-base, water bound macadam sub- base course or base course, wet mix macadam base course, bituminous base course or surface course.
 - iii. Masonry/ concrete work as are required for construction of rigid pavement or CD works in PMGSY road.
- c. he should also fulfil qualifying criterion laid down in Para 4.4 to 4.7 of (ITB) of tender document.
- d. Contractors participating in packages no. MP, PIU –..... appearing at serial no. & packages no., PIU -..... appearing at serial no.of table are required to fulfill following additional technical qualifications ;
 - i. Bidder to furnish document in their technical bid in support of owning/ arranging the RMC plant.
 - ii. Bidder to furnish document in the technical bid in support of owning/ arranging the Core Cutter & CTM & will establish a full-fledged lab in which all the test regarding concrete pavement and road work can be done.
 - iii. Use of RMC plant in the Execution of concrete work of road is compulsory, Bidders should submit their financial bid accordingly.
 - iv. For package no. bidders who have executed single work of M-30 or higher grade concrete of not less than Cum or M-15 or higher grade concrete with design mix not less than cum are only eligible to participate in the tender. Certificate issued by the department for such work should be submitted with the technical bid rest of the qualification requirements are as per the tender document.
 - v. For package no. bidders who have executed single work of M-30 or higher grade concrete of not less than Cum or M-15 or higher grade concrete with design mix not less than cum are only eligible to participate in the tender. Certificate issued by the department for such work should be submitted with the technical bid rest of the qualification requirements are as per the tender document.
 - vi. In the execution of concrete work of road, use of RMC plant & slip form paver / Fix Form Paver is compulsory. Bidders should submit their financial bid accordingly.
8. The bid for the work shall remain open for acceptance for a period of ninety days from the date of opening of bids. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, his earnest money shall stand forfeited.
9. A bidder shall not be permitted to bid for works in the Project Implementation Unit responsible for award and execution of contracts in which his or his spouse's near relative(s) (defined as first blood relations, and their spouses) is/are posted as Accountant/Accounts Officer or as an officer in any capacity between the grades of General Manager and Sub-Engineer (both inclusive).

10. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. If the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government as aforesaid, before submission of the tender or engaged in the Contractor's service. His contract is liable to be cancelled and earnest money will be forfeited,
11. Contractors who are black listed / debarred by MPRRDA or in any other department, for participation in tender are not allowed to participate in the tenders unless otherwise decided by MPRRDA.
12. The bidder is not required to quote his rate for routine maintenance. The rates to be paid for routine maintenance are indicated in Annexure-1 to this NIT Further, the payment for routine maintenance to the contractor shall be regulated on performance based maintenance (Clause 34 of GCC and section 4 part - II special condition no. 4.1 of contract).
13. Conditions given in this NIT will prevail over the conditions given in the tender document in so far as they are inconsistent with the conditions of NIT.
14. Information relating to work in hand should be given showing the name of department agreement no. etc.
15. **The contractors who have not completed the Bridges Work awarded on or before 31st March 2015 and road work package awarded on or before 31st March 2016 are not be allowed to participate in this NIT.**
16. For a particular package, if lowest rates offered by two or more bidders are equal, they will be invited to submit revised rates, in sealed envelopes before taking decision on tender.
17. Taxes - The rates quoted by the Contractor are deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities except GST, that the Contractor will have to pay for the performance of this Contract. GST as applicable at the time of payment to the contractor shall be paid separately. Contractors will have to get themselves registered under GST and quote GSTIN in their bids. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Clause 41 (GCC) of the bidding document may be treated to have been amended as above.

18. Other details can be seen in the tender document, for construction & maintenance of rural roads/Bridges – Sept. 2017.

Key Dates

S. No	Stages	Date & Time
1	Purchase of tender Start Date 17:30 hrs
2	Pre-bid meeting	-NA-
3	Purchase of tender End Date 17:30 hrs
4	Bid submission End Date 17:30 hrs
5	Mandatory Envelop – A (online) Open Date and Time 11:00 hrs
6	Technical Proposal open Start Date and Time 11:30 hrs
7	Financial bid open Start Date and Time 10:30 hrs

Note:- Last date for submission of original affidavit is upto 16:00 hrs. on

Chief General Manager (T & e-G)
Madhya Pradesh Rural Road Development
Authority, Bhopal

Copy to:

1. Secretary, Public Works Departments / Agriculture Department / Finance Department Mantralaya Bhopal
2. Commissioners Public Relation, Ban Ganga Bhopal.
3. Engineer in Chief Public Works Departments, Satpura Bhawan, Bhopal.
4. Engineer in Chief Madhya Pradesh Rural Road Development Authority Bhopal.
5. Chief Engineer, Public Works Departments, Jabalpur/ Gwalior / Indore/ Bhopal /National Highway / Bridge.
6. Managing Director Rajya Setu Nigam, Arera Hills, Bhopal.
7. Chief Engineer, Central Public Works Departments, E-3/4B Arera Colony Bhopal.
8. All Divisional Commissioners
9. All Collectors
10. Chief Executive Officers, Zilla Panchayat (all).
11. Chief General Manager, MPRRDA, (all).
12. General Manager Programme Implementation Units (all).
13. Manager (IT) MPRRDA, Bhopal

Chief General Manager (T & e-G)
Madhya Pradesh Rural Road Development
Authority, Bhopal

Section 2: Instructions to Bidders

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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer as defined in the Appendix to ITB invites bids for the construction of Works and their maintenance for five years, as described in these documents and referred to as “the Works”. The name and identification number of the works is provided in the NIB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract and do the routine maintenance of roads for five years from the date of completion.

1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Source of Funds

2.1 The Government of the State as defined in the Appendix to ITB has decided to undertake the works of construction and up-gradation of selected rural roads of the State through State budget and other sources to be implemented through the Employer.

2.2 The Government of the State has decided to provide funds for the routine maintenance of the roads.

3. Eligible Bidders

3.1 This Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in ITB. The applicant should be a private or government-owned legal entity. **For package size exceeding Rs. 10 crore, the Joint Ventures are allowed.**

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work schedule, including drawings and charts, as necessary.

4.1.1 Bidder should have valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952.

4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) copies of original documents defining the constitution or legal status, place of registration (as firm/company as well as contractor), and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of civil construction works performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer not below the rank of Executive Engineer or equivalent;
- (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (j) proposals for subcontracting the components of the Works for construction/up-gradation, aggregating to not more than 25 percent of the Contract Price; and subcontracting of part/full routine maintenance of roads after completion of construction work.
- (k) the proposed programme of construction and Quality Management Plan proposed for completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Joint Ventures are allowed for package size exceeding Rs. 10.00 crore. Bids submitted by a Joint Venture (JV) of not more than three firms as partners shall comply with the following requirements:

- (a) There shall be a Joint Venture Agreement (Refer Annexure I to ITB) specific for these contract packages between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure - I shall be submitted before any award of work could be finalized.
- (b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- (c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- (d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

- (e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
- (f) In the event of default by any partner, in the execution of his part of Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
- (g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- (h) The bid submitted shall include all the relevant information as required under the provisions of Sub-Clause 4.4 and 12 of ITB and furnished separately for each partner.

4.4A To qualify for award of the Contract, each bidder should have in the last five years:

- (a) Achieved in any one year, a minimum financial turnover (as certified by Chartered Accountant, and atleast 50% of which is from Civil Engineering construction works) equivalent to amount given below:
 - (i) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
 - (ii) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.

The amount put to bid above would not include maintenance cost for 5 years and the turnover will be indexed at the rate of 8% per year.

If the bidder has executed road works in originally stipulated completion period, the financial turnover achieved on account of execution of road works under Rural Roads shall be counted as 120% for the purpose of this sub-clause.

In Naxal/Left Wing Extremist Affected Districts, the figures of 60% and 75% in (i) and (ii) above would be replaced by 50%.

- (b) Satisfactorily completed, as prime Contractor or sub-contractor, at least one similar work equal in value to one-third (one-fourth in case of Naxal / LWE affected districts) of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB. The value of road work completed by the bidder in originally stipulated period of completion shall be counted as 120% for the purpose of this Sub-Clause.

- 4.4 B (a)** Each bidder must produce:
- (i) Copy of PAN Card issued by Income Tax Authorities;
 - (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
 - (iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- (b)** Each bidder must demonstrate:
- (i) availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
 - (ii) availability for construction work of technical personnel as stated in the Appendix to ITB.
- (c)** The bidder must not have in his employment:
- (i) the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - (ii) without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

4.4 C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.4 D If bidder is a Joint Venture, the partners would be limited to three (including lead partner). Joint Venture firm shall be jointly and severally responsible for completion of the project. Joint Venture must fulfill the following minimum qualification requirement.

- i. The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
- ii. Each of the remaining partners shall meet not less than 25% of all the criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
- iii. The Joint Venture must also collectively satisfy the subject of the criteria of Clause 4.4 B and 4.4 C of ITB for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.
- iv. In the event that the Employer has caused to disqualify under Clause 4.7 of ITB below all of the Joint Venture partners will be disqualified.
- v. Joint Venture Applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.
- vi. The available bid capacity of the JV as required under Clause 4.6 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

4.5 The Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in sub-clause 4.3A above.

4.6 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 total bid value excluding maintenance. The available bid capacity will be calculated as under :

$$\text{Assessed Available Bid Capacity} = (A * N * M - B)$$

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) 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 ½ and more than 6 months as 1 in a year).

M = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB.

B = Value, at the current price level, 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.

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and / or
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for one work. A Bidder who submit more than one Bid for one work will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

7. Site Visit

- 7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works. The Bidder acknowledges that prior to the submission of the bid, the Bidder/Contractor has, after a complete and careful examination, made an independent evaluation of the Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, suitability and availability of access routes to the Site and all information provided by the Employer or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder confirms that it shall have no claim whatsoever against the Employer in this regard.

B. Bidding Documents

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.
- 1 Notice Inviting Tender
 2. Instructions to Bidders
 - 3 Qualification Information
 - 4 Conditions of Contract
(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
 - 5 Specifications
 - 6 Drawings
 - 7 Bill of Quantities
 - 8 Form of Bid
 - 9 Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work,
 - 10 Forms of Securities and Form of Unconditional Bank Guarantee.
- 8.2. The bid document is available online on the website <https://www.mpeproc.gov.in>. The bid document can be downloaded free of cost, however, for participation in the bid, the bidder is required to pay cost of bid document online plus service charges as appearing in the portal.
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

- 9.1 The electronic bidding system provides for online clarification. A prospective Bidder requiring any clarification of the bidding documents may notify online the Authority inviting the bid. The Authority inviting bid will respond to any request (s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the Authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification.

9.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

9.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which 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 Clause 10 of ITB and not through the minutes of the pre-bid meeting.

9.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website <https://www.mpeproc.gov.in> under the “Latest Corrigendum” and e-mail notification is also automatically sent to those bidders who have moved this tender to their “My tenders” area.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I This shall be named Technical Qualification Part of Bid and shall comprise of:

- I. Form of bid for Part I of the bid, as per format given in section 6 (to be submitted online).
- II. Deleted.
- III. Scanned copy of the Bid Security in any of the forms as specified in clause 16.2 of ITB.

- IV. Authorized address and contact details of the Bidder having the following information:
Address of communication:
Telephone No.(s): Office:
Mobile No.:
Facsimile (FAX) No.:
Electronic Mail Identification (E-mail ID):
- V. Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.
- VI. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- VII. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VIII. Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

Part II. It shall be named Technical-Financial Part of Bid and shall comprise of:

- (i) Form of Bid for Part-II of the bid as specified in Section 6;
- (ii) Priced bill of quantities for items specified in Section 7;

12.2 The documents and details mentioned in clause 12.1 Part I above shall be submitted online on website <https://www.mpeproc.gov.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

- (a) The following details shall be entered on line in the prescribed formats:
 - (i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 6.
 - (ii) Form of bid for Technical-Financial Part II of the bid, as per format given in Section 6. The entry of rates for individual items of work/percentage rate for the work shall be made by the bidder on line.
- (b) Scanned copies of the following documents shall be uploaded on the website <https://www.mpeproc.gov.in> at the appropriate place.
 - (i) Deleted.
 - (ii) Bid Security in any of the forms specified in ITB (Clause 16 of ITB)
 - (iii) Copy of PAN Card issued by Income Tax Authorities (Clause 4.4 of ITB)
 - (iv) Contractor Registration certificate (Clause 3 of ITB)
 - (v) Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of civil works and total works in each financial year. (Clause 4.4 of ITB)
 - (vi) Affidavit regarding correctness of certificates (Clause 4.4 of ITB)
 - (vii) Any other documents as specified by the State in the Bid Data Sheet
- (c) Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or on lease or possessed on hire should be uploaded after converting the same to PDF.
 - (i) Similar nature of works executed (Clause 4.4 of ITB)
 - (ii) Works in hand (Clause 4.4 of ITB)
 - (iii) Machineries owned/brought on hire/ lease (Clause 4.4 of ITB)

- (d) Submission of Original Documents: The bidders are required to submit (i) original bid security in approved form and (ii) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (a) (ii) of ITB with the office specified in the Bid Data Sheet, on a date not later than three working days after the opening of technical qualification part of the Bid, either by registered post or by hand. These documents must match the scanned copies submitted along with the bids online. In case, of any deficiency in this respect, it will be treated as mis-representation by such bidder. Such a bidder shall be liable to be debarred for participating in bids under Rural Roads for five years.

12.3 The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
1	Notice Inviting Tender
2	Instructions to Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder online.

13.2 The Bidder shall make online entries to fill the Percentage Rate or Item Rates in Bill of Quantities as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. **The Bidder is not required to quote his rate for Routine Maintenance.** The rates to be paid for routine maintenance by the Employer are indicated in the Bill of Quantities/NIB.

Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB. Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The items for 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 other rates and prices in the Bill of Quantities. Upon numerical entry, the amount in words would automatically appear and upon entry of rates in items of work, or upon entering percentage rate, total bid price would automatically be calculated by the system and would be displayed.

13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period of not less than ninety days after the deadline date for bid submission specified in ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for a period of the extension, and in compliance with Clause 16 of ITB in all respects. For the extended period, the bidder will be paid by the employer an interest on the amount of bid security at the rate equal to base rate of State Bank of India applicable on the date of expiry of the original time limit.

16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, Bid Security, in the amount specified in the NIB.

16.2 The Bid Security shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for minimum 45days beyond the validity of bid. Other forms of Bid Security acceptable to the Employer are stated in the Appendix to ITB.

16.3 Any bid not accompanied by an acceptable Bid Security, unless exempted in terms given in the Appendix to ITB and not secured as indicated in sub-clause 16.1 and 16.2, shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited:

- (a) if the Bidder withdraws the Bid after bid opening (technical qualification bid) during the period of Bid validity;
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; and/or
 - (ii) furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

D. Online Submission of Bids

18. Bidding through E-Tendering System:

- 18.1** The bidding under this contract is electronic bid submission through website <https://www.mpeproc.gov.in>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under Rural Roads is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the web site <https://www.mpeproc.gov.in> using the relevant option available. Then the Digital Signature registration has to be done with the etoken, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 18.2** The completed bid comprising of documents indicated in ITB clause 12, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document, Demand Draft and Bid Security in approved form.
- 18.3** The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.

19. Electronic Submission of Bids:

- 19.1** The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Technical- Financial Part. The above files will have markings as given in the Bid Data Sheet.

The contents of the Technical Qualification and Technical Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

20. Deadline for Submission of Bids

- 20.1** Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.
- 20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB. In such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Modification/ Withdrawal/Late Bids

- 21.1** The electronic bidding system would not allow any late submission of bids after due date and time as per server time.
- 21.2** 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-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 online 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.
- 21.3** No bid shall be modified or withdrawn after the deadline of submission of bids.
- 21.4** Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

E. Bid Opening and Evaluation

22. Bid Opening

- 22.1** The Employer inviting the bids or its authorized representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2** The file containing the Part-I of the bid will be opened first.
- 22.3** In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.
- 22.4** The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.
- 22.5** Evaluation of Part-I of bids with respect to Bid Security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within five working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.
- 22.6** The result of evaluation of Part-I of the Bids shall be made public on e-procurement systems following which there will be a period of five working days during which any bidder may submit complaint which shall be considered for resolution before opening Part-II of the bid.

22.7 The Employer shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

22.8 Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

22.9 The Employer shall prepare the minutes of the online opening of Part-II of the Bids and upload the same for viewing online.

23. Process to be Confidential

23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

24. Clarification of Bids and Contacting the Employer

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. Examination of Bids and Determination of Responsiveness

25.1 During the detailed evaluation of "Part-I of Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Part-II of Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26. Evaluation and Comparison of Bids

- 26.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.
- 26.2** In evaluating the bids, the Employer will determine for each Bid, the evaluated Bid price by adjusting the bid price through making an appropriate adjustment for any other acceptable variation, deviations or price modifications offered in accordance with sub-clause 21 of ITB.
- 26.3** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 30 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

F. Award of Contract

27. Award Criteria

- 27.1** Subject to Clause 30 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:
- (i) to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
 - (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

28. Employer's Right to Accept any Bid and to Reject any or all Bids

- 28.1** Notwithstanding Clause 27 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

29. Notification of Award and Signing of Agreement

- 29.1** The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and the routine maintenance of the works for five years, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 29.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 30.
- 29.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the Performance Security is furnished.
- 29.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

30. Performance Security

- 30.1** The successful bidder/Contractor shall provide to the Employer, a total Performance Security of 5% (five percent) of the Contract Price, for a period of 5 years and the time of completion of construction work plus additional security for unbalanced bids in accordance with clause 26.3 of ITB and Clause 46 Part-I General Conditions of Contract.

Within 10 days after receipt of Letter of Acceptance but before signing the contract, a **Performance Security of two and a half percent of Contract Price plus additional security** for unbalanced bids in accordance with clause 26.3 of ITB and Clause 46 Part 1 General Conditions of Contract shall be delivered by the successful bidder to the Employer. The Employer shall retain remaining two and a half percent Performance Security from each payment due to the Contractor until completion of the whole of the construction works (except advance payment as per Clause 45 of General Conditions of Contract).

- 30.2** Performance Security of two and a half percent to be delivered by the successful bidder after the receipt of Letter of Acceptance shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of Employer, from a scheduled commercial bank. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee of two and a half percent of Contract Price could be one year initially, however, the Contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period. If the Contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor.
- 30.3** Failure of successful bidder to comply with the requirement of delivery of Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids as per provisions of Clause 30.1 shall constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under Rural Roads for a period of one year.

31. Advances

The Employer will provide Mobilization Advance and Advance against the security of equipment as provided in Part I General Conditions of Contract.

32. Corrupt or Fraudulent Practices

- 32.1** The Employer requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

- 32.2** It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 32.3** The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 32.4** The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 32.5** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent Practice, which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 32.6** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

32.7 Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach under Clauses 32.1 to 32.6 above by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

- (a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 32.1 to 32.6 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.
- (b) Forfeiture of Bid Security/Performance Security: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder/Contractor as the case may be.

Annexure I

Provisions Required to be Included in the Joint Venture Agreement If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority*) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognising their respective authorized signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture. A certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

- a. Name, style and Project(s) specific JV with Head Office address.
- b. Extent (or Equity) of participation of each party in the JV.
- c. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilisation advance) to the extent of his participation in the JV.
- d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement).
- e. Working Capital arrangement of JV.
- f. Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- g. Provision for cure in case of non-performance of responsibility by any party of the JV.
- h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- i. Management Structure of JV with details.
- j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.
- k. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works.
- l. The Power of Attorney shall be duly notarized.
- m. Any other relevant details.

Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to Bidders Clause Reference

- (1.1) The Employer
Is - MP Rural Road Development Authority acting through Chief Executive Officer.
- (1.1) The Works is as *given in NIB*.
- (1.1) Identification No. of the Works is: As given in NIB.
- (2.1) The State is Madhya Pradesh.
- (3.1) Eligible Bidders are: as given in NIB.
- (4.4 A) (b) Nil.....-[insert the amount if it is more than one-third of the estimated cost of works.]
- (4.4. B) (b) (i) The key equipments for road works and field testing laboratory Road Works are :

For Road Works

Name of the Equipment	Quantity
Drum type hot mix plant with appropriate capacity	1
Paver Finisher (3.5 to 5m wide)	1
Diesel Road roller	5
Smooth wheeled Tandem Roller	1
Vibratory Rollers	2
Truck	3
Tractor	3
Truck/tractor driven Water tanker with sprinkler	2
Tipper 10 tons and above Capacity	5
Bitumen pressure distributor	1

Note: This is subject to review with reference to size of package and actual requirement for completing the work in given time.

For field testing Laboratory

Name of the Equipment	Quantity
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As per Appendix 10.2 of Rural Road Manual 2002 (SP 20-2002) for each package.

Note: (a) The bidder must produce the following documentary evidence in support of his owning the above equipment:

- i. The bidder should produce the documentary evidence in support of his owning or having confirmed access of the required equipments on lease/ hire (in good condition) for the project.

(4.4 B) (b) (ii)

The Number of Technical personnel, Qualifications and Experience will be as follows :

A. The Technical Personnel are:

[Cl. 9.2 of General Conditions of Contract]

Position	Minimum qualification	Number		Minimum Experience (in years)
		For work costing upto Rs.5 crores	For work costing more than Rs.5 crores	
Project Engineer	B.E. Civil	1	1	3
Assistant Project Engineer	B.E. Civil		1	3
Material Engineer	B.E.	1	1	3
Lab technician	Diploma in lab technician or equivalent	1	2	3
Field Engineer	Diploma in Civil Engineering	1 per block	1 per block	2

For work less than Rs. 2.00 crores one Sub Engineer and one AME will be required.

B. Field testing laboratory (each package) shall consist following

Technical Personnel	Number	Experience in Lab Works
A. Lab Technician	1	Minimum 5 years
B. Lab Assistants	1	Minimum 2 years

(4.4 B) (c) (i)

The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

- (4.4 B) (c) (ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:

In case there is no such person in his employment, his affidavit should clearly state this fact.
- (4.6) M = 2
- (7.1) The contact person is: GM PIU Concerned
Designation:
Address:
Telephone No.
- (9. 2) Place, Time and Date for pre-bid meeting are: **As per NIB**
Place : Time : Date:
- (11.1) Language of the bid is: English.
- (12.1) Part I (v) (a) P&L A/c and Balance Sheet of last five years.
(b) Details of existing commitments.
(c) Proof of having satisfactorily completed one similar work (refer 4.4 (A) (b)). Certificate issued by an officer not below the rank of EE should be submitted.
(d) Copy of registration as contractor.
- (13.2.) Bids may be submitted only in one of the following:
Percentage Rate Method
Item Rate Method
[Delete whatever is not applicable.] **As per NIB**
- (13.2) Schedule of Rate applicable for Percentage Rate Method is :
As per NIB.
- (15.1) Bid validity – 90 days.
- (16.1) The amount of Bid Security shall be Rs. **As per NIB.** *[insert the amount in figure and words. Note:*
- (16.2) Fixed Deposit Receipt must be drawn:
In favour of: General Manager PIU Concerned.
- (16.2) Other acceptable forms of Bid Security – Nil - pledged in favour of GM PIU Concerned are Demand Draft of Schedule Commercial Bank
- (16.3) Exemption from Bid Security is granted to: **Non**
- (20.1) The Employer's address for the purpose of Bid submission is
As per NIB

[insert the receiving address provided in the Invitation for Bids.]

- (20.1) The deadline for submission of bids shall be:
Time : **As per NIB**
Date : **As per NIB**
- (22.1) &(22.6) The date and time for opening of the Bids are:
(A) Technical Qualification Part of Bid
Date : **As per NIB**
Time : **As per NIB**
(B) Technical Financial Part of Bid (For qualified bidder as)
Date : **As per NIB**
Time : **As per NIB**
(i) Performance Security shall be valid until a date 45 days after the expiry of Defects Liability Period of 5 years after intended completion date.
(ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.

Signature of Employer/ Authorised Signatory

Date

Section 3 Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid.	<i>[attach copy]</i> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <i>[attach]</i>
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant).	<div style="display: flex; align-items: center;"> <div style="text-align: right; margin-right: 10px;"> (Rs. In lakhs) Year Year Year Year Year </div> <div style="font-size: 3em; margin: 0 10px;">}</div> <div style="text-align: left;"> As per NIB </div> </div>

1.3.1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge.
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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3.2	Work performed as Sub-Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
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Tender Document for Roads/ Bridges

Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3.3 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* *Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.*

1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4B (b) of the Instructions to Bidders.

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased

1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2 (e) of the Instructions to Bidders and Clause 9.2 of Part-I General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

1.6 Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

Sections of the Works	Value of sub contract	Sub contractor (name and address)	Experience in similar work

Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.9 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved (Rs. In Lakh)
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1.10 Proposed Programme. Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

Section 4 Conditions of Contract

Part – I General Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties. The conditions of contract provide for both construction and routine maintenance.

Table of Clauses

<p>A. General</p> <p>1. Definitions</p> <p>2. Interpretation</p> <p>3. Language and Law</p> <p>4. Engineer's Decisions</p> <p>5. Delegation</p> <p>6. Communications</p> <p>7. Subcontracting</p> <p>8. Other Contractors</p> <p>9. Personnel</p> <p>10. Employer's and Contractor's Risks</p> <p>11. Employer's Risks</p> <p>12. Contractor's Risks</p> <p>13. Insurance</p> <p>14. Site Investigation Reports</p> <p>15. Queries about the Contract Data</p> <p>16. Contractor to Construct the Works and do maintenance</p> <p>17. The Works to Be Completed by the Intended Completion Date</p> <p>18. Approval by the Engineer</p> <p>19. Safety</p> <p>20. Discoveries</p> <p>21. Possession of the Site</p> <p>22. Access to the Site</p> <p>23. Instructions</p> <p>24. Dispute Redressal System</p> <p>25. Arbitration</p> <p>B. Time Control</p> <p>26. Programme</p> <p>27. Extension of the Intended Completion Date</p> <p>28. Delays Ordered by the Engineer</p> <p>29. Management Meetings</p> <p>C. Quality Control</p> <p>30. Identifying Defects</p> <p>31. Tests</p> <p>32. Correction of Defects</p> <p>33. Uncorrected Defects</p>	<p>D. Cost Control</p> <p>34. Bill of Quantities</p> <p>35. Variations</p> <p>36. Payments for Variations</p> <p>37. Cash Flow Forecasts</p> <p>38. Payment Certificates</p> <p>39. Payments</p> <p>40. Compensation Events</p> <p>41. Tax</p> <p>42. Currencies</p> <p>43. Security Deposit</p> <p>44. Liquidated Damages</p> <p>45. Advance Payment</p> <p>46. Securities</p> <p>47. Cost of Repairs</p> <p>E. Finishing the Contract</p> <p>48. Completion of Construction and Maintenance</p> <p>49. Taking Over</p> <p>50. Final Account</p> <p>51. Operating and Maintenance Manuals</p> <p>52. Termination</p> <p>53. Payment upon Termination</p> <p>54. Property</p> <p>55. Release from Performance</p> <p>F. Other Conditions of Contract</p> <p>56. Labour</p> <p>57. Compliance with Labour Regulations</p> <p>58. Drawings and Photographs of the Works</p> <p>59. The Apprenticeship Act, 1961</p>
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Section 4

Part I General Conditions of Contract

A. General 1.

Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

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 Clause 2.3.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works, including routine maintenance, has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by the Engineer, after the Defects Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is five years calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including routine maintenance. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

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 and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

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 Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

Routine Maintenance is the maintenance of roads for five years as specified in the Contract Data.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

Specifications mean the Specifications for Rural Roads of Ministry of Rural Development (2014).

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works**, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and hand over to the Employer. Routine maintenance is defined separately.

2. Interpretation

2.1 In interpreting these Conditions of Contract, 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 Engineer will provide instructions clarifying queries about these Conditions of Contract.

- 2.2** If sectional completion is specified in the Contract Data, references in the Conditions of Contract 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 are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract, the priority of the documents, in the event of any ambiguity between them, shall be interpreted in the following order of priority:
- (1) Agreement
 - (2) Notice to Proceed with the Work,
 - (3) Contractor's Bid and Letter of Acceptance,
 - (4) Notice Inviting Bid
 - (5) Contract Data,
 - (6) Special Conditions of Contract Part II,
 - (7) General Conditions of Contract Part I,
 - (8) Specifications,
 - (9) Drawings,
 - (10) Bill of Quantities, and
 - (11) Any other document listed in the Contract Data.

3. Language and Law

- 3.1** The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

- 4.1** 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.
- 4.2** 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.

5. Delegation

- 5.1** The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1** All certificates, notices or instructions to be given to the Contractor by the Employer/ Engineer shall be sent on the address or contact details given by the Contractor in Section 6 - Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

7.1 The Contractor may subcontract part of the construction work with the approval of the Employer in writing, up to 25 percent of the contract price, also part or full routine maintenance work after completion of construction work but will not assign the Contract. It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all his obligations under this Agreement notwithstanding anything contained in the agreements with his Sub-contractors or any other agreement that may be entered into by the Contractor and no default under any such agreement shall exempt the Contractor from his obligations or liability hereunder.

7.2 The Contractor shall not be required to obtain any consent from the Employer for:

- (a) the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- (b) the provision for labour, or labour component.
- (c) the purchase of Materials which are in accordance with the standards specified in the Contract.

7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes subcontracting any part of the work or full routine maintenance for five years, during execution of the Works, the Employer will consider the following before according approval:

- (a) The Contractor shall not sub-contract the whole of the Works.
- (b) The Contractor shall not sub-contract any part of the Works without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any of his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.4 The Engineer should satisfy himself before recommending to the Employer whether the Sub-Contractor so proposed for the Works possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

7.5 While sub-contracting part of construction work as per provisions of Clause 7.1 and 7.3 above, the Contractor shall enter into formal sub-contract with sub-contractor making provisions for such requirements as may be specified by the Engineer including a condition that to the extent of inconsistency, provision of the Contract shall prevail over the provisions of the sub-contract. A copy of document of formal sub-contract shall be furnished to the Employer within a period of 30 days from the date of such sub-contract. In all such cases, on completion of the Contract, the Engineer, unless for reasons recorded in writing decides otherwise shall issue a Certificate of Experience to the contractor and in such certificate, the experience of the sub-contractors shall also be mentioned. The Copy of such certificate would also be endorsed to the sub-contractor.

8. Other Contractors

- 8.1** 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 Contract Data. 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.
- 8.2** The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of Other Contractors till the completion of the Works.

9. Personnel

- 9.1** The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.
- 9.2** The Contractor shall employ for the construction work and routine maintenance, the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.
- 9.3** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.
- 9.4** The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission for employment with the Contractor.
- 9.5** The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:
- (a) persists in any misconduct,
 - (b) is incompetent or negligent in the performance of his duties,
 - (c) fails to conform with any provisions of the Contract, or
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

10. Employer's and Contractor's Risks

- 10.1** 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.

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data 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.

13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

13.3 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for personal injury or death which are due to the Contractor's risks:

13.3 (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for approval before the completion date/start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, may, at his own risk, rely on any Site Investigation Reports if referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works and do maintenance

16.1 The Contractor shall construct, and install and maintain the Works and do the work of routine maintenance in accordance with the Specifications and Drawings.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.

18.2 The Contractor shall be responsible for design and safety of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

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

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

19.2 The Contractor shall be responsible for safety of all persons, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

20. Discoveries

20.1 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 Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall handover complete or part possession of the site to the Contractor seven days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at least 75% of the site.

22. Access to the Site

22.1 The Contractor shall allow 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 to the Engineer and any person/persons/agency authorized by:

- (a) The Engineer
- (b) The Employer
- (c) The Ministry of Rural Development, Government of India.
- (d) The National Rural Roads Development Agency, Government of India

23. Instructions

23.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

24. Dispute Redressal System

24.1 If any dispute or difference of any kind what-so-ever shall arise 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 within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. 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, subject to review as hereinafter provided, be final and binding upon the Contractor. 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.

25. Arbitration

25.1 Either party will have the right of appeal, against the decision of the competent authority, nominated under Clause 24, to the Madhya Pradesh Arbitration Tribunal Constituted under Madhya Pradesh Madhyastham Adhiniyam 1983 provided the amount of claim is more than Rs. 50,000/-.

B. Time Control

26. Programme

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, for the construction of works.

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

26.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

26.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Employer on recommendation of the Engineer 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 Works, which would cause the Contractor to incur additional cost.

27.2 The Employer on recommendation of the Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor 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.

28. Delays Ordered by the Engineer

28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

30.1 The Engineer 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 Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

31. Tests

31.1 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 equipments as specified in the Contract Data. The Contractor shall be solely responsible for :

- (a) Carrying out the mandatory tests prescribed in the MoRD Specifications, and
- (b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

31.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specifications 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.

32. Correction of Defects noticed during the Defects Liability Period and Routine Maintenance of Roads for five years.

32.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion Date and ends after five years. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.

32.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

32.3 The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and in the manner as defined in clause 1.1 and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins from the Completion Date and ends after five years. .

32.4 The routine maintenance standards shall meet the following minimum requirements:-

- (i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during the Contractor's monthly inspection or by the Engineer.
- (ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- (iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- (iv) Cleaning of culverts and pits for free flow of water.
- (v) Maintenance of road signs, pavement markings and other traffic control devices
- (vi) Any other maintenance operation required to keep the road traffic worthy at all times during the maintenance period.

32.5 To fulfil the objectives laid down in sub clauses 32.3 and 32.4 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

32.6 The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

33. Uncorrected Defects

- 33.1** If the Contractor has not corrected a Defect pertaining to the Defects Liability Period or attended maintenance under clause 32.1, 32.2 and clause 32.3 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, action under clause 52 will be taken, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount along with additional 20% amount as penalty.

D. Cost Control

34. Bill of Quantities

- 34.1** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, and lump sum amount per km for yearly routine maintenance for each of the five years separately, to be done by the Contractor.
- 34.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads. **The payment for routine maintenance of roads to the Contractor is performance based. (refer special condition no. 4.1)**

35. Variations

- 35.1** The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works, he considers necessary during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

- 36.1** If the quantity of work for any BOQ item is varied, it will not constitute a variation for the purpose of payment to the contractor, at a rate other than the one mentioned in the Agreement.
- 36.2** If the items for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate for such variation item from similar items in the Bill of Quantities.
- 36.3** If the rate for Variation item cannot be determined in the manner specified in Clause 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the relevant schedule of rates of the state. The recommendation of the Engineer on the rate so determined shall be submitted to the employer for approval. The decision of the employer shall be final and binding on.

37. Cash Flow Forecasts

37.1 When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

38. Payment Certificates

38.1 The payment to the Contractor will be as follows for construction work:

- (a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on measurements by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) The payment of final bill shall be governed by the provisions of Clause 50 of GCC.

38.2 The payment to the Contractor will be as follows for routine maintenance:

- (a) The Contractor shall submit to the Engineer a bill every month for the routine maintenance of the roads from the date the maintenance period starts i.e. from completion date as defined in Clause 1.1, it will be supported with a copy of the record of the Contractor's monthly inspection and other instructions received from the Engineer.
- (b) The payment will be made once in two months @ 1/6 of the approved rate for the year, for the monthly bills received and as certified by the Engineer based on performance by the Contractor.
- (c) If the bill for a month is not received from the Contractor by the 10th day of the succeeding month or/ and if the Engineer has not certified that the Contractor has carried out the maintenance work for defects brought to his notice under clause 32.6 within specified period, no payment will become due to the Contractor for that month.
- (d) If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that month.

39. Payments

39.1 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts the Engineer has certified, within 15 days of the date of each certificate.

39.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor) to make payment certified by the Engineer.

39.3 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

39.4 Payment for the routine maintenance of the roads will be made monthly/ quarterly for the satisfactory maintenance of the Works and based on the monthly bills submitted by the Contractor as per Clause 38.2 above and certified by the engineer, within 15 days of the date of each certificate. **(refer special condition no. 4.1)**

40. Compensation Events

40.1 The following shall be Compensation Events unless they are caused by the Contractor:

(a) The Engineer orders a delay or delays exceeding a total of 30 days.

(b) The effects on the Contractor of any of the Employer's Risks.

40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall recommend to the Employer whether and by how much the Intended Completion Date shall be extended. Final approval shall rest with the Employer.

41. Tax

41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities except GST that the Contractor will have to pay for the performance of this Contract. GST as applicable at the time of payment to the contractor shall be paid separately. Contractor will have to get themselves registered under GST and submit GSTIN before any payment to the contractor. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

42.1 All payments will be made in Indian Rupees.

43. Security Deposit

43.1 The Employer shall retain security deposit of five percent and Performance Security of two and a half percent of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No security deposit/ retention shall be retained from the payments for Routine Maintenance of works. In case, the Contractor furnishes bank guarantee for the amount equal to Performance Security of two and a half percent retained from each payment due to the Contractor, the same amount shall be repaid to the Contractor subject to condition that the validity of bank guarantee is as per provision of Clause 46.2 of GCC.

43.2 On the satisfactory completion of the whole of the construction work, half the total amount retained as security deposit is repaid to the Contractor, one-fourth of the total amount retained as security deposit is repaid to the Contractor at the end of 2nd year after completion of the construction work and balance of the amount retained as security deposit is repaid to the Contractor at the end of 3rd year after completion of the construction work subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.

43.3 The additional Performance Security for unbalanced bids as detailed in Clause 46 of the Conditions of Contract is repaid to the Contractor when the construction work is complete.

43.4 The Performance Security equal to five percent of the Contract Price as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the period of five years fixed

for Routine Maintenance is over and the Engineer has certified that the Contractor has satisfactorily carried out the Routine Maintenance of the works.

If the Routine Maintenance part of the contract is not carried out by the Contractor as per this Contract, action under Clause 52 will be taken, and the Employer will be free to get the Routine Maintenance work carried out from another source and the amount required for this work will be recovered from the amount of Performance Security available with the Employer and/ or from any amounts of the Contractor whatever is due along with additional 20% amount as penalty.

- 43.5** If the Contractor so desires, then the Security Deposit can be converted into any interest bearing security of scheduled commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defects Liability Period.

44. Liquidated Damages

- 44.1** In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 27, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractors fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten percent) of Initial Contract Price and that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from Performance Security or any other dues from Government or semi Government bodies within the state.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

- 44.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any such payment of liquidated damages by the Contractor by adjusting the next payment certificate.
- 44.3** It is agreed by the Contractor that the decision of the Employer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding.

45. Advance Payment

45.1. On the request of the Contractor, the Employer will make the following advance payment to the Contractor against submission by the Contractor of an Unconditional Bank Guarantee from a scheduled Commercial bank acceptable to the Employer in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested:

- (a) Mobilization advance up to 5% (five percent) of the initial contract price excluding the contract price for routine maintenance
- (b) Equipment Advance up to 90% (ninety percent) of the cost of the new equipment brought to the site, subject to a maximum of 10% (ten percent) of the initial contract price excluding the contract price for routine maintenance

The Bank 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 will not be charged on the advance payment. However, if the Contract is terminated due to default of the Contractor, the Mobilization Advance and the Equipment Advance shall be deemed to be an interest bearing advance at the base rate of the State Bank of India, as application on the date of such advance payment.

45.2 The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

45.3 The advance payment shall be recovered by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or liquidated damages.

46. Securities

46.1 The Performance Security equal to 5% (five percent) of the Contract Price and additional security for unbalanced bids shall be provided to the Employer. Out of total Performance Security equal to 5% (five percent) of Contract Price, half shall be delivered to the Employer no later than the dates specified in the Letter of Acceptance and shall be issued in the form given in Contract Data; however, balance half Performance Security shall be retained at the rate of two and a half percent of each payment due to the Contractor until completion of whole of the construction work.

46.2 The Performance Security shall be valid until a date 45 days from the date of issue of certificate of completion of construction work and maintenance work subject to the condition that if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially; however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to five percent of the Contract Price is always available with Employer until 45 days after the lapse of the Defects Liability Period. If the Contractor fails to maintain the above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

47. Cost of Repairs

- 47.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

48. Completion of Construction and Maintenance

- 48.1** The Contractor shall request the Engineer to issue a certificate of completion of the construction of the Work and the Engineer will do so upon deciding that the Work is completed.
- 48.2** The Contractor shall request the Engineer to issue the certificate of completion of the Routine Maintenance and the Engineer will do so upon deciding that the work of Routine Maintenance is completed.

49. Taking Over

- 49.1** The Employer shall take over the Works within seven days of the Engineer's issuing a certificate of Completion of Works. The Contractor shall continue to remain responsible for its Routine Maintenance during the maintenance period.
- 49.2** The Employer shall take over the maintained road within seven days of the Engineer issuing a certificate of completion of the work of Routine Maintenance.

50. Final Account

- 50.1** The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of completion of construction of Works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor for Works within 42 days of receiving the Contractor's account if it is correct and complete. If the account submitted by the Contractor is not correct or complete, the Engineer shall issue a schedule to the Contractor, within 42 days, that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory, after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of Works will be made within 14 days thereafter.
- 50.2** In case the account for construction is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of Works will be made within 14 days thereafter.
- 50.3** The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for maintenance of works under the contract 21 days before the end of the Routine Maintenance Period. The Engineer shall issue a Routine Maintenance Completion Certificate and certify any final payment that is due to the Contractor within 21 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory after it has been resubmitted by the Contractor, the Engineer shall decide on

the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for routine maintenance will be made within 14 days thereafter.

- 50.4** In case the account for routine maintenance is not received within 21 days of issue of Certificate of Completion as provided in clause 50.3 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for routine maintenance will be made within 14 days thereafter.

51. Operating and Maintenance Manuals

- 51.1** If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 51.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Termination

- 52.1** The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 52.2** Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - (b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - (c) The contractor fails to correct a particular Defect/ attend maintenance whether pertaining to construction work or pertaining to defects liability period within a reasonable period of time determined by the Engineer;
 - (d) the Contractor does not maintain a Security, which is required;
 - (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
 - (f) the Contractor fails to provide insurance cover as required under clause 13;
 - (g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. "Coercive practice" means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the

use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

- (h) if the Contractor has not completed at least three-eighth of the value of construction Work required to be completed after half of the completion period has elapsed;
- (i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- (j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time; and
- (k) if the Contractor fails to pay EPF/ ESI contribution as required under prevailing laws;
- (l) if the Contractor engages child labour in violation of prevailing laws;
- (m) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.
- (n) any other fundamental breaches as specified in the Contract Data

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

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

53. Payment upon Termination

53.1 (i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less liquidated damages, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit, and Performance Security. If any amount is still left un-recovered it will be a debt payable to the Employer from State Rural Roads works, any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

53.1 (ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding defects liability and routine maintenance of roads for five years, the Engineer will assess the cost of having the defect corrected, amount required for routine maintenance of roads during balance period of five years plus 20% amount as penalty. If the total amount on this account due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from State Rural Roads works, any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

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

54. Property

54.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

55. Release from Performance

55.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer 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.

55.2 Death or permanent invalidity of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC. However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, 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 initially awarded.

F. Other Conditions of Contract

56. Labour

56.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their safety, payment, housing, feeding and transport.

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

57. Compliance with Labour Regulations

57.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Conditions

of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of Performance Security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

- 57.2** Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.
- 57.3** In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.
- 57.4** It shall be the responsibility of the Contractor to pay EPF/ESI contributions as required under prevailing laws. The Contractor shall bear all such cost and it would be deemed to be included in the Contract Price.
- 57.5** The employment of child labour is prohibited in the Contract. The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986.
- 57.6** The Contractor shall ensure that there is no gender bias in engagement of labour and other personnel and shall not make any discrimination against female employees. The Contractor shall comply with the Equal Remuneration Act, 1979 and Maternity Benefit Act, 1961.
- 57.7** The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context, the Contractor is also required to familiarize himself with Labour Welfare Rules of the state concerned and comply with the provisions of the Building and other Construction Workers (Regulation and Employment & Conditions of Service), Act 1996 and the Cess Act, 1996.
- 57.8** The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour and welfare laws for his (and his Sub-contractor's) staff and labour.
- 57.9** The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when directed by the Engineer.

58. Drawings and Photographs of the Works

58.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

58.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Employer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Employer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Employer in writing.

59. The Apprentices Act, 1961

59.1 The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

Contract Data to General Conditions of Contract

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data. Schedules and reports to be provided by the Employer should be annexed.

Clause Reference

Items marked “N/A” do not apply in this Contract.

1. The Employer is - MP Rural Road Development Authority acting through Chief Executive Officer [Cl.1.1]
Designation:
Address: Block- 2, Vth Floor, Paryawas
Bhawan Arera Hill's Jail Road, Bhopal-462004

Name of authorized Representative – Authorized representatives are, Engineer-in-Chief, Chief General Managers and General Managers of PIU concerned.

Telephone No.(s): Office:
Mobile No.:
Facsimile (FAX) No.:
Electronic Mail Identification (E-mail ID):
2. The Engineer is – General Manager of PIU concerned. In addition Supervision and quality control consultant appointed by MPRRDA will also act as engineer under overall supervision of GM PIU concerned.
Designation:
Address: [Cl.1.1]

Telephone No.(s): Office:
Mobile No.:
Facsimile (FAX) No.:
Electronic Mail Identification (E-mail ID):
3. The Intended Completion Date for the whole of the Works is – (As per NIB) months after start of work [Cl.1.1, 17&27]
4. Routine Maintenance during five years after the Completion Date is defined as follows:

Maintenance operations during the period of 5 years shall be based on Chapter 11 of Rural Roads Manual (IRC:SP:20:2002). Its specific provisions are:-
 - (i) **Clause 11.2, *ibid***, explains the various types of distress/defects of pavements. For example, cracks, ravelling, rutting, pot holes etc.
 - (ii) **(ii) Clause 11.3, *ibid***, defines different maintenance activities. For example, fog seal, bituminous surface treatment, etc.
 - (iii) **(iii) Clause 11.4, *ibid***, suggests planning of routine maintenance.
 - (iv) **(iv) Clause 11.5 and Clause 11.6 (a), *ibid***, define preventive and corrective maintenance, and classify activities of routine maintenance and repairs.
 - (v) **(v) Clause 11.7, *ibid***, discusses in detail the assessment of defects and maintenance measures for sealed roads, roads with rigid / RCCP and roads with special pavement.

(Note: A periodical renewal is not part of routine maintenance).

(vi) **Routine Maintenance Activities and their frequency with performance index – Clause 32, 34.2 and Special Condition no. 4.1.**

S. No.	Name of Item/Activity	Frequency of operations in the year	Performance Index
1	Restoration of rain cuts and dressing of berms as per clause 1902 of the Specifications.	Once generally after rains or as and when required).	10
2	Making up of shoulders as per clause 1903 of the Specifications.	As and when required	20
3	Maintenance of Bituminous surface road and / or gravel road and/or WBM road including filling pot holes and patch repairs etc. as per clause 1904, 1906 of the Specifications.	As and when required	50
4	Maintenance of drains as per clause 1907 of the Specifications.	Twice (In case of hill roads as and when required).	3
5	Maintenance of culverts and cause ways as per clause 1908 and 1909 of the Specifications.	Twice (In case of hill roads as and when required).	5
6	Maintenance of guard rails and parapet rails as per clause 1911 of the Specifications	Maintenance as and when required. Repairing once in a year.	
7	Maintenance of road signs as per clause 1910 of the Specifications.	Maintenance as and when required. Repairing once in every two years.	2
8	Maintenance of 200 m and Kilo Meter stones as per clause 1912 of the Specifications.	Maintenance as and when required. Repairing once in a year.	2
9	Cutting of branches of trees, shrubs and trimming of grass and weeds etc. as per clause 1915 of the Specifications.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required.	3
10	White washing parapets of C.D. Works	Once in a year	2
11	White washing guard stones	Twice in a year	
12	Re-fixing displaced guard stones	Once in a year	
13	Repair of old joints sealant (CC joints) as in	Maintenance as and when required.	3

- (vii) **Appendix 11.3, *ibid***, covers the special problems of Road Maintenance in Heavy Rainfall / Snow fall areas.
- (viii) **(viii) Appendix 11.4, *ibid***, explains the nature of duties in maintenance of shoulders, drainage structures and causeways.

5. The Site is located at km – As per NIB [Cl.1.1]

6. The Start Date shall be 15 days after the date of issue of the Notice to Proceed with the work. [Cl.1.1]

7. (a) The name and identification number of the Contract is : As per NIB [Cl.1.1]

(b) The Works consist of construction of roads/CDs and maintenance for five years after constructions [Cl.1.1]

_____. The works shall, inter-alia, include the following, as specified or as directed.

Clause Reference

(A) Road Works

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road bituminous pavements remodeling/construction of junctions, intersections, supplying and placing of drainage channels, flumes, guard posts and other related items; construction/extension of cross drainage works, bridge, approaches and other related items; road markings, road signs and kilometer/hectometer stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the Defects in the completed works during the Defects Liability Period; submission of “As-built” drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the Drawings and provisions of the Contract and to ensure safety and planting of trees along the roads.

(B) CD Works including bridges

Site clearance; setting out, provision of foundations, piers, abutments and bearings; pre-stressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/down-take pipes, provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the Site and handing over the works on completion; rectification of the Defects during the Defects Liability Period and submission of “As-built” drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the Contract and to ensure safety.

(C) Maintenance and Other Items

As required to fulfill all the contractual obligations as per the Bid documents.

8. Section completion is - Not applicable [Cl. 2.2]
9. The following documents also form part of the Contract : [Cl.2.3(11)]
 - a. NIB
10. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
 - (b) The language of the Contract documents is - English. [Cl.3.1]
11. The Schedule of Other Contractors is attached. [Cl. 8.1]
- 12 A. The Technical Personnel for construction work are: [Cl. 9.2]

Technical Personnel	Number	Experience in Road Works
i). Degree Holder in Civil Engineering ii). Diploma Holder in Civil Engineering	As given in Appendix to ITB	

For field testing laboratory ;

Technical Personnel	Number
	As given in Appendix to ITB

B. For routine maintenance

9.1	Technical Personnel	Position	Experience / Qualification	Number
		Maintenance Engineer	Degree in Civil Engineering min 3 Year Experience for contracts more than Rs. Five crores. Other staff will be decided by GM depending upon the volume of work.	1
		Maintenance Engineer	Diploma in Civil Engineering min 3 Year Experience for contracts up to Rs. Five crores	1
		Lab Technician (for contracts more than Rs. five crores)	Diploma in Civil Engineering with 5 Year practical Experience	1

13(a) Amount and deductible for insurance are : As per rule [Cl. 13.1]

13(b) Amount and deductible for insurance are : As per rule [Cl. 13.3 (a)]

14. Site investigation report – Copy of DPR is handed over [Cl.14.1]

15. The key equipments/ machinery for construction of works shall be: [Cl. 16.2]

<i>S. No.</i>	<i>Name of Equipment/ Machinery</i>	<i>Quantity</i>
<i>As given in Appendix to ITB</i>		

16. (a) Competent authorities are:: Engineer-in-Chief, MPRRDA [Cl. 24.1]
Full powers

17. (a) The period for submission of the programme for approval of Engineer [Cl.26.1]
shall be 10 days from the issue of Letter of Acceptance.

(b) The updated programme shall be submitted at interval of – Whenever milestones given [Cl. 26.3]
in the programme or not achieved.

(c) The amount to be withheld for late submission of an updated [Cl. 26.3]
programme shall be Rs. 2.00 lakhs.

18. The key equipments for field laboratory shall be:

<i>S. No.</i>	<i>Name of Equipment</i>	<i>Quantity</i>
<i>As per Appendix 10.2 of Rural Road Manual 2002 (SP-20-2002) for each package</i>		

[Cl. 31.1a]

19. The authorized person to make payments is General Manager PIU [Cl.39.2]

20. (a) Milestones to be achieved during the contract period

(1) 1/8th of the value of entire contract work up to 1/4th of
the period allowed for completion of construction

(2) 3/8th of the value of entire contract work up to 1/2 of
the period allowed for completion of construction

(3) $\frac{3}{4}$ th of the value of entire contract work up to $\frac{3}{4}$ th of the period allowed for completion of construction

(b) Amount of liquidated damages for For delay in completion of works

Whole of work
0.05 percent of the
Contract Price, rounded off to
the nearest thousand, per day.

(c) Maximum limit of liquidated damages for delay in completion of work.

10 percent of the
Contract Price rounded
off to the nearest thousand.
[Cl.44.1]

21. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee from a scheduled commercial bank of the type as presented in the Bidding Documents, or Fixed Deposit Receipt from a scheduled Commercial bank.
[Cl. 46.1]

22. (a) The Schedule of Operating and Maintenance Manuals_____. [Cl.51.1]

(b) The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole of the work, as the case may be. [Cl.51.1]

23. The amount to be withheld for failing to supply “as-built” drawings by the date required is Rs. 1% of the contract amount. [Cl.51.2]

24. (a) The period for setting up a field laboratory with the prescribed equipment is 30 days from the date of notice to start work [Cl.52.2 (i)]

(b) The following events shall also be fundamental breach of Contract : [Cl.52.2 (n)]

(i)“The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract

(ii) Contractor has failed to maintain the roads as per Clause 32 and 43.4 of GCC (iii)Violation of Forest Conservation Act

(iv) Contractor are his personnel misbehave with the departmental or consultancy staff

(v) Contractor fails to give proportionate progress due to slow execution / stoppage of work

25. 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% percent.

[Cl.53.1(i)]

Appendix to Part I General Conditions of Contract

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- (a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) **Maternity Benefit Act 1961:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- (g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

- (i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly setup establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- (l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- (n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section - 4

Conditions of Contract

Part – II Special Conditions of Contract

These conditions vary and add to the Conditions of Contract set out in Part I General Conditions of Contract

Note: The State Government may refer to Clause 34 of GCC and add here the procedure that it would like to adopt for assessing the performance of the Contractor in execution of works / activities relating to Routine Maintenance for five years post construction.

4.1 – Clause 34, 38.2 & 39 of GCC :-

- (a) Payment for routine maintenance **will be performance based**. For certification of payment of routine maintenance, the engineer shall determine whether the contractor has actually achieved compliance to the Service Quality Level (and other requirements) specified in the Scope of Work, with reference to 100 point (hundred point) performance indexes assigned to various maintenance activities **as given in the contract data of GCC** and the engineer shall certify the amount to be paid to the contractor.

If contractor has not corrected a Defect pertaining to the Defects Liability Period or attended maintenance work under clause 32 of these conditions, to the required standard and performance index is below 80 points (eighty points) no payment will be released for that period even if such maintenance is attended in subsequent months. If performance index is 100 points full payment, at the approved rate, shall be released. If performance index is between 80 to 100, proportionate deduction in payment will be made for each item/activity of the work not attended during that period.

- (b) For performance evaluation and payment of routine maintenance individual road shall be the unit. No payment shall be made for part maintenance of a road.

4.2 Clause 27 and 44 of General Conditions 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 and decide the final extension of time under Clause 27 as well as quantum of liquidated damages under Clause 44 of GCC on completion of work/ termination of the contract, taking into account the effect of compensation events and delay on the part of contractor.

4.3 Death or permanent invalidity of contractor

If the contractor is a partnership firm, dies during the currency of the contract or becomes permanently incapacitated and the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in clause 53 of the contract agreement, otherwise surviving partners shall be responsible to complete the remaining work strictly on the same terms and conditions, under which the contract was awarded.

In case of proprietorship firm provisions of Clause 55.2 of GCC shall apply.

- 4.4** Past performance of the contractors in Rural Roads will also be taken into account. Contractors who have abandoned/left work incomplete or performance was poor and consequently their agreement was rescinded by MPRRDA, are not eligible to participate in the tenders and will be disqualified even if tender form have been issued to them unless otherwise decided by MPRRDA in any case.

4.5 TAXES

- 4.5.1** All dues regarding taxes, including the sales tax, other duties, royalty etc., levied on the contractor's works by Government and local or private individuals will be payable by the contractor. The Authority will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.
- 4.5.2** Payment of contractor's final bill shall not be released till 'no dues' certificate from Collector relating to the payment of royalty is submitted by the contractor.
- 4.5.3** The tenderer or supplier should have a place of business in the State of M.P. from where the goods would be supplied to various destinations in the State and also should hold a registration certificate under the M.P. Vanijiyik Kar Adhiniyam. Contractors who do not hold a registration under the M.P. Vanijiyik Kar Adhiniyam will have to obtain registration certificate with in one month from the date of signing the agreement.
- 4.5.4** The tenderer or supplier shall also submit the clearance certificate as provided under Section 36 of the M.P. Vanijiyik Kar Adhiniyam.

4.6 Price Adjustment

- 4.6.1** Contract price shall be adjusted for increase or decrease in the rates of Bitumen/Steel/HSD/Cement during **the contract period** in accordance with following principles, procedure and formula.
- 4.6.2** To the extent that full compensation for any rise or fall in costs to the contract is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in cost.
- A. Adjustment for Cement component** – Price adjustment for increase or decrease in the cost of cement which is brought to the site and used in the Permanent Works in the month under consideration will be paid in accordance with the formula given below:

$$V_c = \frac{S \times (M - M_c) \times T}{M_c}$$

V_c = Adjustment to the Contract Price on account of increase or decrease in the rate of cement.

S = Basic Price of cement on the date of tender (for calculating price adjustment) Rs. 5800/- per MT.

Tender Document for Roads/ Bridges

M = All India wholesale price index for grey cement, for the month under consideration, as published by Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in).

Mc = All India wholesale price index for grey cement on the last date of submission of bid as published by Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in).

T = Quantity of cement in MT, based on theoretical consumption.

Note : For the application of this clause index of grey cement has been chosen to represent cement group.

B. Adjustment for Bitumen & Steel - Any variation (plus or minus) in the cost of Bitumen/Steel will be paid or deducted on the theoretical consumption of Bitumen/Steel. The difference in price will be worked out on the basis of basic rates prevailing on the last date of submission of tenders that in the month under consideration. This difference in prices will be calculated on Bulk Supply rates of I.O.C./ rates of Steel Authority of India respectively. The Bitumen has to be brought from public Sector Oil refineries situated in India. For this purpose rates of nearest I.O.C. refinery and that of nearest SAIL stock yard shall be the basis for calculation.

C. Adjustment for Fuel - Price adjustment for increase or decrease in the cost of Diesel shall be paid in accordance with the following formula:

$$V_r = 0.75 \times \frac{Pr}{100} \times \frac{(F_1 - F_0)}{F_0} \times R_1$$

V_r = The amount of price adjustment in Rs.

R₁ = The cost of Executed work during the month.

F₀ = The official retail price of High Speed Diesel (HSD) at the consumer pumps of IOC of the district hqrs. where PIU is situated, on the last date of submission of tender.

F₁ = The official retail price of High Speed Diesel (HSD) at the consumer pumps of IOC of the district hqrs. where PIU is situated, during the period under consideration.

Pr = 10 (Ten).

Note: - 1. No other adjustment to the Contract Price on account of fluctuation in the cost of other than Specified Materials shall be made.

Section 5

Specifications

Note: The following are the guidelines for framing the specifications and, therefore, will not be part of the contract. These should be excluded from the bidding document.

- A. The MoRD Specifications for Rural Roads published by the IRC (1st Revision) shall apply.
- B. For items not covered in the MORD Specifications, the Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Bridge Works (5th Revision) shall be followed.
- C. Particular specifications:-

For items whose specifications given in MoRD Specifications or in MORTH specifications for road and bridge works need changes partly or wholly due to local conditions, the respective clauses are to be suitably modified to the extent felt necessary giving clause wise description of modifications under this head.

- (i) MoRD Specifications (1st Revision)

Clauses

- (ii) MoRTH Specifications for Road & Bridge Works (5th Revision)

Clauses

- D. For purposes of quality control, the MoRD Specifications for Rural Roads (1st Revision) and those covered by the Quality Assurance Handbook of the NRRDA shall apply.

Section 5 (Cont'd)

Drawings

Note: The design, drawings, standards and guidelines of the Rural Roads Manual (IRC: SP: 20-2002) and other relevant IRC Standards, Codes etc. are to be followed for all weather rural roads.

The guidelines will not be part of the Contract. These should be excluded from the bidding document.

List of Drawings:-

1. Key Map
2. Road Alignment including cross sections
3. Pavement Drawings
4. Surface and sub surface drains with full details
5. Culverts and Bridges drawings
6. Drawings for any other Road structure.
7. Drawings for road signs, pavement markings and other traffic control devices
8. Drawings to be followed for actual execution of work should bear the stamp “Good for construction”.
9. Any revision of working drawings should be indicated by pre-fixing R1, R2..... etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
10. Complete set of drawings should be issued along with other tender documents so as to form part of the Agreement.

Section 6

FORM OF BID FOR PART I OF THE BID

Technical Qualification Part I of Bid

The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid.

To [Name of Employer].....

Address [insert address]

Identification Number of Works

Description of Works

Dear.....

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 12, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.

2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.

3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.

4. I/we undertake to carry out the works of Routine Maintenance for five years after the completion date as per the rates offered by the Employer in the bid documents.

Authorised Signatory.....

Name and Title of Signatory.....

Name of Bidder

Authorised Address of Communication.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Form of Bid for Part II of the Bid

Technical - Financial Part II of Bid

The Bidder shall fill in and load this form for Part II of Bid separately from the form for Part I of the Bid

To [Name of Employer].....

Address [insert address]

Identification Number of Works

Description of Works

Dear.....

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.

2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.

3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.

4. As mentioned in Part-I of my/our bid, I/we undertake to carry out the works of Routine Maintenance for five years after the Completion Date as per the rates offered by the Employer in the bid document.

Signature of Authorised Signatory

Name and Title of Signatory.....

Name of Bidder

Authorised Address of Communication.....

.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

To be executed on a Non Judicial stamp paper of Rs. 100/- and notarized

FORMAT OF AFFIDAVIT

Package no.

Affidavit

I.....S/o..... Aged..... years resident of

(address.....)

(For and behalf of (name of firm)), do here by and
herewith solemnly

affirm / state on oath that: -

1. Information furnished with the Bid for the package no. mentioned above is correct in all respects to the best of my knowledge and belief .
2. No retired gazetted officer who has retired within last two years is in the employment with the firm.
3. No near relative is working in the department, (Note: - By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law.)
4. *I hereby certify that I have been authorized by
..... (the bidder) to sign on his / their behalf, the bid of
the package no. mentioned above.

Deponent

(.....)

Authorized signature / for and on behalf
(Name of Firm)

Verification

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

Verified that this..... date of20__ at (Place).....

Deponent

(.....)

Authorized signature / for and on behalf
(Name of Firm)

Section 7

Bill of Quantities

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
- 2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, 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
 - (a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and
 - (b) at percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor.
- 2.2 For the routine maintenance of roads, there is lump sum amount for each year of maintenance per km. The payments will be based on satisfactory performance of routine maintenance activities.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. When percentage rate tenders are invited, the Bill of Quantities will show in the bidding documents, the quantities of different items.

Bill of Quantities for item rate bids

S. No.	Description of item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate		Amount
				In figures	In words	
	Routine Maintenance** after completion of construction works (Lump-sum Amount for each year Per Km.) For 1st year For 2nd year For 3rd Year For 4th Year For 5th Year	<i>As given in NIB</i>				

**** The per km amount for each year should be pre-specified by the Authority and the figure inserted here before inviting the Bid.**

Total Bid Price (in figures) -----
- (in words) -----

Signature_____

Notes:

- (1) The item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer: ITB Clause 13.2 and Part I General Condition of Contract 39.3).
- (2) Unit rates and prices shall be quoted by the bidder in Indian rupees [ITB Clause 14.1].
- (3) For Routine Maintenance, the unit rate indicated by the Authority shall apply. The Bidder is required to accept these rates. Further, the payment shall be performance based.

Bill of Quantities for Percentage rate bids

S. No.	SOR No.	Description of item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate		Amount
					In Figures	In words	
		As given with individual package online.					
		Routine Maintenance** after completion of construction works (Lump-sum Amount for each year Per Km) * For 1 st year For 2 nd year For 3 rd Year For 4 th Year For 5 th Year	As given in relevant NIB				

Signature

Notes :

1. The Schedule of Rate is – As per NIB.
2. Wherever there is any discrepancy between the rate entered in the Bill of Quantities and the Schedule of Rates as per Note 1 above, the rate given in the Schedule of Rates will apply.
3. For Routine Maintenance, the unit rate indicated by the Authority in the relevant NIB shall apply. The Bidder is required to accept these rates. Further, the payment shall be performance based.

Section 8

Standard Forms

Letter of Acceptance and Other Forms

Standard Forms

(a) Letter of Acceptance

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 29 and 30 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

[Letter head *paper of the Employer*]

[Date]

To:

[Name of the Contractor]

[Address of the Contractor]

This is to notify you that the Employer, namely, _____
_____ has accepted your Bid dated _____ for execution of the _____
_____ [name of the Contract and identification number, as
given in the Contract Data] and Routine Maintenance of the works for five years for the Contract

*(i) Price of Rupees _____
_____ [amount in figures and words]

OR

*(ii) @% below/above/at par of the SSR mentioned in the NIB

is hereby accepted by the our Agency.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 26.3) [where applicable] in the form detailed in Cl. 30 of ITB for an amount of Rs. _____ within 10 days of the receipt of this Letter of Acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to and sign the Contract. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period failing which action as stated in Cl. 30.3 of ITB will be taken.

2. You are also requested to indicate your nominee as required under Clause 53.2 of the GCC.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

*** Strike out which ever is not applicable**

(b) Issue of Notice to Proceed with the Work

(Letter head of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 30 and signing of the Contract for the construction of _____ and routine maintenance for five years after completion of construction, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Contract amount Rs. _____/-

Time allowed for completion of work _____ months including rainy season.

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

(c) Standard Form of Agreement

Standard Form: Agreement

Agreement

This Agreement, made the _____ day of _____ 20_____, between General Manager, Project Implementation Unit _____ on behalf of MP Rural Road Development Authority _____ [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 the work of Package No. MP _____ [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 Rupees _____

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 remedying the defects within 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) Letter of Acceptance;
 - ii) Notice to Proceed with the works;
 - iii) Contractor’s Bid;
 - iv) Contract Data;
 - v) Special Conditions of Contract and General Conditions of Contract;
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the Contract.

Tender Document for Roads/ Bridges

5. I nominate Shrias my nominee under Clause 55.2 - GCC of contract. (Applicable to proprietorship firms (contractor) only.)

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 _____

(d) Form of Bank Guarantee for Advance Payment

(To be used by approved scheduled banks)

1. In consideration of the Chief Executive Officer/General Manager Madhya Pradesh Rural Road Development Authority (hereinafter called “the Authority”) having agreed to grant (Herein after called “the said contractor(s)”) advance payment against machinery, under the terms and conditions of an Agreement dated..... made between And forhereinafter called “the said Agreement”) for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only).

We..... Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to Authority an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor (s) of any terms of conditions contained in the said agreement.

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

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

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

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

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

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

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

1. In consideration of the Chief Executive Officer/General Manager Madhya Pradesh Rural Road Development Authority (hereinafter called “the Authority) having agreed to exempt..... (Herein after called “the said contractor(s)”) from the demand, under the terms and conditions of an Agreement dated..... made between..... And for(hereinafter called “the said Agreement”) security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only). We..... Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to Authority an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor (s) of any terms of conditions contained in the said agreement.
2. We.....Bank Limited, do hereby undertaken to pay the amount due and payable under this guarantee without any demure merely on a demand from the Authority starting that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Contractor(s) of any of the terms or conditions Contained in the said agreement or by reason of the Contactor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claim satisfied or till Authority certifies that the terms of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
4. We.....Bank Limited further agree with the Authority that the Authority that the Authority shall have the fullest liberty without our consent and without effecting in any manner obligations her under or very any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said contractor (s) and to force-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act, or commission on the part of the Authority or any indulgence by the Authority of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We bank hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in M.P.
6. We bank hereby unequivocally undertake that if the Authority invokes the guarantee the bank (issuing branch) will make the payment to the Authority without any reference and demur.
7. WeBank Limited Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated theday of.....20.....

For Bank Limited.

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

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

Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P. – 462 004

No. 8259/22/D-12/MPRRDA/2018

Bhopal, Dated: 23/04/2018

Amendment no. 01 to SBD for Construction & Maintenance of Rural Roads / Bridges

The following amendments are hereby made in the SBD for Construction & Maintenance of Rural Roads / Bridges – September 2017.

1. Section 2 Clause 12.2 (b) (ii) (ITB) to may be read as ;

Bid security will be paid as specified in sub clause 12.2 (d)

2. Clause 12.2 (d) (ITB) is replaced by the following ;-

12.2 (d) Bid Security (EMD) - The bidders are required to pay Bid Security online as appearing on e-procurement portal, through Debit/Credit card, Internet Banking or Bank Challan before submission of Bid. Bid security of disqualified / unsuccessful bidders will be refunded online in the Bank A/c notified by the bidders at the time of submission of Bids.

12.2 (d) (ITB) Affidavit - The bidders are required to submit original affidavit on prescribed form affirming correctness of information furnished with the bid to GM PIU concerned or at MPRRDA Head Office at Bhopal within two days from the last date fixed for opening of Technical Bid. Scanned Copy of this affidavit should be uploaded with the technical bid online. If original affidavit is not submitted within the prescribed time line or does not match with the scanned copy uploaded online, financial bid of such bidder will not be opened and Bid Security will be forfeited.

3. Clause 16.2 (ITB) – Deleted.
4. Clause 16.3 (ITB) – Words ‘and 16.2’ appearing in the second line of this sub clause is deleted.
5. Clause 16.4 & 16.5 (ITB) – Is replaced by the following ;-

16.4 (ITB) – The bid security of unsuccessful bidders will be returned in the bidders account online within 28 days of the end of the bid validity period specified in clause 15.1 of ITB.

16.5 (ITB) The bid security of the successful bidder will be returned in the bidder account online when the bidder has signed the agreement and furnished the required performance security.

6. Appendix to ITB – Clause 16.2 is deleted.
7. Section 6 of SBD – Format for affidavit is replaced by the format appended to this amendment.

This amendment will be applicable to all NITs issued after the date of issue.

(M.K. Gupta)

Engineer-in-Chief

M.P. Rural Road Development Authority

Bhopal (M.P.)

Endt. No. 8260/22/D-12/MPRRDA/2018

Bhopal, Dated : 23/04/2018

Copy to:

1. All Chief General Manager, MPRRDA Bhopal
2. All General Manager, MPRRDA, Bhopal
3. Manager (IT), MPRRDA Hqrs. Bhopal for necessary action.
4. Guard File FA Section MPRRDA Bhopal.

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



M.P. RURAL ROAD DEVELOPMENT AUTHORITY

Block-2, 5th Floor, Paryawas Bhawan, Arera Hills, Bhopal 462011

Tel. No.: (O) 0755-2572207, (F) 2573396 E-mail: ceomprda@gmail.com

No.

15274

Bhopal, Dated : 19/07/2018

Amendment no. 02 to SBD for Construction & Maintenance of Rural Roads / Bridges

The following amendments are hereby made in the SBD for Construction & Maintenance of Rural Roads / Bridges – September 2017.

1. Section 4 - Contract Data to General Condition of Contract,

S.no. 16 – reference clause 24.1 – competent authority ; “Engineer in Chief” is replaced by “officer(s) not below the rank of Chief General Manager as designated by Chief Executive Officer through specific order of delegation”.

8/18/17

(Nitesh Vyas)

Chief Executive Officer

M.P. Rural Road Development Authority

Bhopal (M.P.)

15275

End.No./ /22/D-12/MPRRDA/FA/2018

Bhopal Date: 19/7/2018

Copy to,

1. All Chief General Manger, MPRRDA, Bhopal.
2. All General Manger, MPRRDA, Bhopal.
3. Manager (IT), MPRRDA Hqrs. Bhopal for necessary action.
4. Guard File FA Section MPRRDA Bhopal.

8/18/17

Chief Executive Officer

M.P. Rural Road Development Authority

Bhopal (M.P.)

To be executed on a Non Judicial stamp paper of Rs. 100/- and notarized

FORMAT OF AFFIDAVIT

Package no.

Affidavit

I.....S/o..... Aged..... years resident of
(address.....)

(For and behalf of (Name of Firm)), do here
by and herewith solemnly
affirm / state on oath that: -

- 1. Information furnished with the Bid for the package no. mentioned above is correct in all respects to the best of my knowledge and belief .**
- 2. No retired gazetted officer who has retired within last two years is in the employment with the firm.**
- 3. No near relative is working in the department, (Note: - By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law.)**
- 4. *I hereby certify that I have been authorized by
..... (the bidder) to sign on his / their
behalf, the bid of the package no. mentioned above.**

Deponent

(.....)
Authorized signature / for and on behalf
(Name of Firm)

Verification

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

Verified that this..... date of20__ at (Place).....

Deponent

(.....)
Authorized signature / for and on behalf
(Name of Firm)



मध्यप्रदेश ग्रामीण सड़क विकास प्राधिकरण

(म.प्र. शासन, पंचायत एवं ग्रामीण विकास विभाग के अधीन)

खण्ड-2, पंचम तल, पर्यावास भवन, भोपाल-462 011

Tel. No.: (O) 0755-2572207, (F) 2573396 E-mail: ceomprda@gmail.com

क्रमांक : 17982/22/FA/D-12/MPRRDA/2018

भोपाल, दिनांक 31/08/2018

Amendment no. 03 to SBD for Construction & Maintenance of Rural Roads / Bridges

The following amendment is hereby made in the SBD for Construction & Maintenance of Rural Roads / Bridges – September 2017.

Section 2 – Appendix to ITB — Reference clause 4.4 B (c) (i) — Add following below the existing provisions in this reference clause ;

A bidder shall not be permitted to bid for works in the Project Implementation Unit / Chief General Manager Office jurisdiction (as the case may be) responsible for award and execution of contract in which his or his spouse's near relative is posted as Accountant / Accounts Officer or as an officer in any capacity between the grades of Chief General Manager and Sub Engineer (both inclusive). He shall also intimate the name of persons who are working with him in any capacity and who are near relatives to any officer of MPRRDA. Any breach of this condition by the contractor would render him liable to be disqualified / debarred from participation in MPRRDA tenders.

Note: The term near relative means wife, husband, parents and son, grand son, brother, sister, brother-in-law, father-in-law and mother-in-law

31/08
(Nitesh Vyas)

Chief Executive Officer

M.P. Rural Road Development Authority
Bhopal (M.P.)

Bhopal Date: 31/08/2018

17983
End.No./ 22/D-12/MPRRDA/FA/2018

Copy to,

1. All Chief General Manger, MPRRDA, Bhopal.
2. All General Manger, MPRRDA, Bhopal.
3. Manager (IT), MPRRDA Hqrs. Bhopal for necessary action.
4. Guard File FA Section MPRRDA Bhopal.

31/08
Chief Executive Officer

M.P. Rural Road Development Authority
Bhopal (M.P.)



M.P. RURAL ROAD DEVELOPMENT AUTHORITY

Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P. – 462 004

Tel. No. (O) 0755-2572207, (F) 2573396 E-mail: ceomprda@gmail.com

24172
No.FA/Tender/2018

Bhopal, Dated : 29/12/18

Amendment No. 04

Amendment to Bidding document for Construction & Maintenance of Rural Roads/Bridges

The following amendments are hereby made in the Bidding document for Construction and Maintenance of Rural Roads September - 2017.

1. Name of E-Tendering website- www.mpeproc.gov.in, appearing in the different clauses of tender document is replaced by www.mptenders.gov.in
2. Clause 12.1 (ITB) Part –I –III is deleted.



(Pankaj Jhavar)

Chief General Manager (T &e-G)

M.P. Rural Road Development Authority

Bhopal (M.P.)

24173
End No.FA/Tender/2018

Bhopal, Dated : 29/12/18

Copy to:

1. Manager (IT), MPRRDA Hqrs. Bhopal for necessary action.



Chief General Manager (T &e-G)

M.P. Rural Road Development Authority

Bhopal (M.P.)