

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

Tender Document
for
CONSTRUCTION & MAINTENANCE OF RURAL ROAD
under the
PRADHAN MANTRI GRAM SADAK YOJNA

Issued by

CHIEF EXECUTIVE OFFICER
M.P. RURAL ROAD DEVELOPMENT AUTHORITY, MADHYA PRADESH

January-2008

M.P. Rural Road Development Authority
(An Agency of Government of MADHYA PRADESH)
Block-II, 5th Floor, Paryawas Bhawan, Bhopal – 462 004

Tender Form

Issued to :

.....

.....

Name of Work : Construction/Upgradation and maintenance of Rural Roads under Pradhan Mantri Gram Sadak Yojna

Package Number : District :

Probable amount of Contract : Rs.

Cost of Tender Form : Rs.

Paid vide MR No. Dated

Time allowed for Completion :

Date of issue of Tender Form :

General Manager
M.P. Rural Road Development Authority,
Project Implementation Unit
.....

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SECTION 1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING TENDERS

SECTION 1

Madhya Pradesh Rural Road Development Authority

List of Important Dates of Bids for Construction/Up gradation of Roads under Pradhan Mantri Gram Sadak Yojana and their Maintenance for Five years

1.Name of Work:

.....

2.1. Completion Period for construction/up gradation:

.

2.2. Maintenance Period is five years after construction

- | | |
|--|---|
| 3. Date of Issue of Notice Inviting Bid | Date MonthYear |
| 4. Period and Places of Sale of Bidding Documents - | From Date MonthYear |
| | To DateMonthYear |
| | Place (s) As given in NIT |
| 5. Time, Date and Place of Pre-bid Meeting | DateMonthYear |
| | Time Hours |
| | Place As given in NIT |
| 6. Deadline for Receiving Bid | DateMonthYear |
| | TimeHours |
| 7. Time and Date for opening Technical Bid/Bids | DateMonthYear |
| | TimeHours |
| 8. Time and Date of opening Financial Bids | DateMonthYear |
| | Time Hours |
| 9. Place of opening bids | Address is: As given in NIT |
| 10. Last Date of Bid Validity | As indicated in tender document |
| 11. Officer inviting Bids | Designation:
Chief General Manager
M.P. Rural Road Development Authority |

Address:
 Block-II, 5th Floor, Paryawas Bhawan,
 Bhopal – 462 004

M.P. RURAL ROAD DEVELOPMENT AUTHORITY
(An Agency of Government of M.P., Rural Development Department),
Block-II, 5th Floor, Paryawas Bhawan, Bhopal – 462 004

Section 1

Press Notice

Will be issued separately for each NIT.

Chief General Manager
M.P. Rural Road Development Authority,
Block-II, 5th Floor, Paryawas Bhawan, Bhopal – 462 004

Section 1

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

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

Notice Inviting Tenders

Chief General Manager, invites, on behalf of M.P. Rural Road Development Authority upto p.m. on, sealed percentage rate tenders from Contractors registered in appropriate class with MPPWD or Contractors of equivalent categories registered with other States/Central Government department, institutions, undertakings and authorities on Standard Schedule of Rates issued by MPRRDA for Road & Cross Drainage Works effective from & amended upto for each of the following works of construction/upgradation of Rural Roads under Pradhan Mantri Gram Sadak Yojna including maintenance for five years after construction.

Group Number	District	Package No.	Estimated Cost (in lakhs)	Earnest Money (in lakhs)	Time Allowed for completion (excluding rainy season from 16 th June to 15 th Sept.)	Place of Sale of documents	Class of contractor
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
This will be issued separately for each NIT. Conditions given therein will prevail.							

- 1 The amount of earnest money is 1% of PAC rounded off to the nearest thousand.
- 2 Time allowed for completion of each package is 9 months excluding rainy season from 16th June to 15th September
- 3 The site for the work is available.
- 4 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 in the office of the General Manager, Project Implementation Unit mentioned in Col. 5 on any working day during office hours upto Tender documents will be issued from his office upto 3 P.M. onon payment of Rs. 5,000/- in cash or by demand draft payable to General Manager, M.P. Rural Road Development Authority, Project Implementation Unit mentioned in Col. 5. Tender document can be downloaded from the internet www.mprrda.com also. In such cases cost of tender document should be submitted as indicated in Para 12.1 Part I (1) (ITB) of Tender Document.

Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. 200/-. The authority inviting tenders will not be held responsible for the postal delay, if any, in the delivery of the documents or non-receipt of the same.

- 5 Receipt of applications for issue of tender forms by post will be stopped from 16:00 hrs. Four days before the date fixed for opening of tenders.
- 6
 - a) Bidding documents must be delivered to General Manager, Project Implementation Unit concerned on or before upto P.M. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received on the next working day at the same time and venue.
 - b) Bidding documents can also be delivered at the following places at the assigned date and time.

To,

The Chief General Manager,
MPRRDA Headquarters, Block-II, 5th Floor,
Paryawas Bhawan, Bhopal – 462 004
 - c) Technical bids will be opened at 3.30 P.M. on in the office of concerned General Manager, Project Implementation Unit. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. Bids received at headquarters will be opened by Chief General Manager at given date and time.
 - d) Financial bids shall be opened on from..... A.M. at MPRRDA Headquarters, Bhopal.
- 7 A pre-bid meeting shall be held on at P.M. in the office of concerned General Manager.
- 8 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 (including current year) a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works (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.
 - b. Satisfactorily completed, as prime Contractor, at least one road 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.
- 9 Bids must be accompanied by the earnest money of the amount specified for the work in the table. The earnest money will have to be in any one of the forms as specified in the bidding documents.

- 10 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, the said earnest money shall stand forfeited.
- 11 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 (defined as first blood relations, and their spouses) is posted as Accountant/Accounts Officer or as an officer in any capacity between the grades of General Manager and Assistant Manager (both inclusive).
- 12 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. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- 13 Other details can be seen in the bidding documents.

Chief General Manager
M.P. Rural Road Development Authority,
Block-II, 5th Floor, Paryawas Bhawan,
Bhopal – 462 004

Section 2: Instructions to Bidders

Table of Clauses

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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 Appendix to ITB and NIT. 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 funds received under Pradhan Mantri Gram Sadak Yojana, from the Government of India, Ministry of Rural Development, and other sources to be implemented through the Employer.

2.2 **The Government of Madhya Pradesh 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 bidders as defined in the Appendix to ITB and NIT.

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 method and schedule, including drawings and charts, as necessary.

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, 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 of 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) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;
- (h) 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.)
- (i) authority to seek references from the Bidder's bankers;
- (j) 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;
- (k) proposals for subcontracting the components of the Works for **construction/up-gradation**, aggregating to not more than **25** percent of the Contract Price; and
- (l) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Bids from joint venture are not allowed.

4.4 A 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 at least 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 but less than Rs.1000 Lakhs.

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

“ 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% for a year.”

- b). satisfactorily completed, as prime Contractor, at least 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.

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

- a. Earthwork has been carried out with compaction at optimum moisture content and/or

- b. 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.
- c. Masonry/ concrete work as are required for construction of rigid pavement or CD works in PMGSY road.

4.4 B (a) Each bidder must produce:

- (i) The current income-tax clearance certificate;
- (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.
- (iii) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified 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.

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. Main contractor has to fulfill all qualifying criteria.

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. 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 half-year and more than 6 months as one year).

M = 2 or such higher figure not exceeding 3 as may be defined 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.
- (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 submits more than one Bid will cause all 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 and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

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, form of Unconditional Bank Guarantee.

8.2 One set of the bidding documents will be issued to the bidder against the payment.

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 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

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

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

9.2.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than 3 days before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. 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.

9.2.5 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 addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

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 Bid and shall comprise of:

- I. For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents placed in a separate cover, marked “cost of bidding document downloaded from the internet”;
- II. Earnest Money in a separate cover marked ‘Earnest Money’;
- III. 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) :
- IV. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- V. Undertaking that the bid shall remain valid for the period specified in clause 15.1 OF ITB.
- VI any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VII. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

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

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

12.2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

12.3 The following documents will be deemed to be part of the bid.

Section	Particulars
1	Notice inviting Tender
2	Instruction to the 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.

13.2 The Bidder shall adopt the Percentage Rate Method or Item Rate Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders.

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. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

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 ninety days after the deadline date for bid submission specified in Clause 20 of 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 Earnest Money. 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 earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to NIT.

16.2 The Earnest Money shall, at the Bidder's option, 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 six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.

16.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money 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 Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Earnest Money may be forfeited:

- a) if the Bidder withdraws the Bid after bid opening (technical 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.

18. Format and Signing of Bid

18.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.

18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.2(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.

18.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

D. Submission of Bids**19. Sealing and Marking of Bids**

19.1 The Bidder shall place the three separate envelopes (called inner envelopes) marked “EMD”, “Technical Bid” and “Financial Bid” in one outer envelope. The inner envelopes will have markings as follows:

EMD

Technical Bid: To be opened on _____ (date and time of Technical Bid opening as per clause 22.1 of ITB.)

Financial Bid: Not to be opened except with the approval of the Employer.

The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB.

19.2 The inner and outer envelopes containing the EMD, Technical and Financial Bids shall

- a) be addressed to the Employer at the address provided in the Appendix to ITB;
- b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1 of ITB.

19.3 In addition to the identification required in Clause 19.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or is declared non-responsive pursuant to Clause 22 of ITB.

20. Deadline for Submission of Bids

20.1 Complete Bids (including Technical and Financial) must be received by the Employer at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

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 which 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. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

22. Bid Opening

22.1 The Employer will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission 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 envelope containing the technical bid shall be opened. The inner envelope marked "cost of bidding document downloaded from the internet" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected. In case of tender document downloaded from the Internet, contractor will have to sign on the authentic copy of tender document which will be attached by General Manager at the time of execution of agreement and also on the tender document submitted by the bidder. In case of any difference in the conditions of the two documents conditions given in the authentic copy of the document will prevail.

22.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.

22.5 Evaluation of the technical 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 a list of the responsive bids whose financial bids are eligible for consideration will be prepared.

22.6. The Employer shall inform, by telegram or facsimile, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. 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 through they or their representative, may attend the meeting of opening of financial bids.

22.7 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation

22.8 The Employer shall prepare the minutes of the opening of the Financial Bids.

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.

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 “Technical 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 “Financial 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 “Financial 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. Correction of Errors

26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.

27. Evaluation and Comparison of Bids

27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.

27.3 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 analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 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.

27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’s estimate of the cost of routine maintenance of works to be performed for five years under the contract, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After its evaluation, the Employer may require that the amount of the performance security set forth in Clause 32 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.

28. Price Preference

28.1 There will be no price preference to any bidder.

F. Award of Contract**29. Award Criteria**

29.1 Subject to Clause 31 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.

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

30.1 Notwithstanding Clause 29 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.

31. Notification of Award and Signing of Agreement.

31.1 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 maintenance of the Works, 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").

31.2. 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 32.

31.3. 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.

31.4 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.

32. Performance Security

32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of five years and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I *General Conditions of Contract* and sign the contract.

32.2 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from a Scheduled commercial bank.

If the Performance Security is in the form of Bank Guarantee, it should be valid until a date 45 days from the date of expiry of defect liability period. Bank Guarantee valid for a lesser period (not less than 1 year) may be initially accepted, but the bidder/contractor would get this Bank Guarantee extended in such a way that an amount equal to 5% of the contract price is always available with employer until 45 days after the lapse of Defect Liability Period. If the bidder/contractor fails to maintain above Performance security, the Employer would recover the same from any dues payable to the contractor”.

Bank Guarantee should be from a scheduled Commercial Bank (other than Co-Operative Bank).

32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under PMGSY for one year.

33. Advances

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

34. Corrupt or Fraudulent Practices

34.1 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.

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 – Chief Executive Officer, M.P. Rural Road Development Authority, Bhopal acting through Chief General Manager/ General Managers.
- (1.1) The Work is construction and maintenance of roads and bridges as given in NIT.
- (1.1) Identification No. of the works is: As indicated in NIT.
- (2.1) The State is Madhya Pradesh.
- (3.1) Eligible Bidders are: As mentioned in NIT.
- (4.2) *The information required from bidders in Clause 4.2 is modified as follows:*
None
- 4.2 (g) **The percentage is 20% of contract price.**
- (4.4 A) (b) Nil [*insert the amount if it is more than one-third of the estimated cost of works.*]
- (4.4 B) (a) (iii) Other certificates required with the bid are:
None.
- (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

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 (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 required :

Position	Minimum qualification	Number		Minimum Experience (in years)
		For work costing upto Rs.5 crores	For work costing more than Rs.5 crores	In similar position
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 Assistant Project Engineer and one Material Engineer or Lab Technician will be required. Field Engineer as above.

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

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

- For package less than Rs. 5 crores one lab technician and one lab assistant will be required.
- (4.4) (b) (iii) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 15% of contract amount.
[Note: Usually the equivalent of estimated payments flow over 2 months at the average (straight line distribution) construction rate.]
- (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:
- 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 is posted as Accountant/Accounts Officer or as an officer in any capacity between the grades of General Manager and Assistant Manager (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 removed from the list of eligible contractors.
- 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.
- (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:
- AE, EE, SE and CE from RES and MPRRDA.
- 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:
 Designation: General Manager, Project Implementation Unit of the district concerned as indicated in NIT
 Address:
 Telephone No.
- (9. 2.1) Place, Time and Date for pre-bid meeting are:
 Place As given in NIT
 Time
 Date
- (11.1) Language of the bid is: English
- (12.1) Part I (v) The other documents required are:
- (13.2.) Bids may be submitted only in :
Percentage Rate Method
- (13.2) **The Schedule of Rate applicable for Percentage Rate Method is-** As per NIT.

- (16.1) The amount of Earnest Money shall be Rs. as indicated in NIT.
- (16.2) Fixed Deposit Receipt must be drawn:
In favour of: General Manager of Project Implementation Unit concerned.
- (16.2) Other acceptable forms of Earnest Money pledged in favour of General Manager, Project Implementation Unit concerned are
- i. Interest bearing securities of post office.
 - ii. Demand draft of scheduled commercial bank.
- (16.3) Exemption from Earnest Money is granted to: None.
- (20.1) The Employer's address for the purpose of Bid submission is - As indicated in NIT.
- (20.1) The deadline for submission of bids shall be:
Time _____ As indicated in NIT.
Date _____ As indicated in NIT.
- (22.1) & (22.6) The date, time and place for opening of the Technical Bids are:
(A) Technical Bid
Date
Time - As indicated in NIT.
Place
(B) Financial Bid (For qualified bidder as)
Date
Time - As indicated in NIT.
Place
- (32.1) The amount and validity period of the performance guarantee is:
Amount: 5 percent of the contract price.
Validity Period:
(i) Performance security shall be valid until a date 45 days after the expiry of Defect 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.
(iii) Additional Performance Security for unbalanced Bid for routine maintenance shall be valid until a date 45 days after the expiry of Defect Liability Period of 5 years after intended completion date.

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

Dated: .

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> _____ _____
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)	<i>[attach]</i> (Rs. In lakhs) 19 -19 19 -19 19 -19 20 -20 20 -20

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 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.

(A) 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.

(B) Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

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 4.4 b (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 9.1 of Part-1 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 subcontract	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 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.(Sample format attached).

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

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

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

1.11 Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

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

BANK CERTIFICATE

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

If the contract for the work, namely, _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____
Name of the senior Bank Manager _____
Address of the Bank -----

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

Section 4 Conditions of Contract

Part – I General Conditions of Contract

These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract

Notes on 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 form of Conditions of Contract that follows has been developed for smaller admeasurements contracts for construction on the basis of international practice and the practice of the Government of India, Ministry of Road Transport and Highways, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The Conditions of Contract also incorporate the concept of performance-based payments for routine maintenance of roads.

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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 Engineer, after the Defect 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.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

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 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 turn 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 shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's 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 people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent on the address or contact details given by the Contractor in Section – 6 Form of Bid. The address and contract details for communication with the Employer/Engineer shall be as per the details given in Contract Data to GCC. Communication 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 but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

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 sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, 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 Work 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 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

- a) the circumstances warrant such sub-contracting; and

- b) the sub-Contractor so proposed for the Work possess 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.

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 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. If contractor fails to deploy required no. of technical staff with requisite qualifications recovery at the rate of Rs. 20,000/- per person/month will be made from the contractor. If contractor fails to deploy staff continuously for 3 months, this will be a cause for the termination of the contract.

9.2 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.

9.3 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 to employment with the Contractor.

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), natural calamities 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 defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) Personal injury or death.

13.3 (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's 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 Engineer.

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 rely on any Site Investigation Reports 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

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

16.2 Clause 16.2 – The contractor shall construct the works with intermediate technology, i.e. by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.

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 of Temporary Works.

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

18.4 The Contractor shall obtain approval of third parties to the design 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.

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 7 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. National Rural Roads Development Agency, New Delhi

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

If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five 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

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 Adhikaran 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, along with monthly cash flow forecasts 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 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 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 totalling 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. If defects notified by the Engineer are not attended to by the contractor within 15 days from the date of notice, penalty of Rs. 10000/- per day, subject to a maximum of Rs. 100000/- will be imposed by the Engineer till defects are rectified by the contractor. Non compliance of the notice may lead to termination of contract also.

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 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 Specification/ Rural Roads Manual 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 Defect Liability Period and Routine Maintenance of Roads for five years

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

32.1.2 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.

32.2.1 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 at Completion and ends after five years. .

32.2.2 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 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) Any other maintenance operation required to keep the road traffic worthy at all time during the maintenance period.

32.2.3 To fulfil the objectives laid down in sub clauses 32.2.1 and 32.2.2 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can reduce 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.

32.2.4 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 Defect Liability Period under clause 32.1.1 and clause 32.2.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

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 figures 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 to the Contractor is performance based for routine maintenance of roads.

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 or advisable 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 rates for Variation items are specified in the Bill of Quantities/ SOR, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Contract Data. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.

36.2 If the rates for Variation are not specified in the Bill of Quantities/ SOR, the Engineer shall derive the rate 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 36.1 or 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 current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

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 fortnightly/ 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 fortnightly/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 of the works:

(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 contractor's monthly inspection and other instructions received from the Engineer.

(b) The payment will be made six-monthly for the monthly bills received during the previous six-months.

© 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 32.2.4 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 Engineer shall pay the Contractor the amounts he had 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 half-yearly for the satisfactory maintenance of the Works, certified by the Engineer and based on the monthly bills submitted by the Contractor as per Clause 38.2 above.

40. Compensation Events

40.2 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 decide whether and by how much the Intended Completion Date shall be extended.

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 that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

All payments will be made in Indian Rupees.

43. Security Deposit/Retention and Release of Performance Security and Security Deposit/Retention.

43.1 The Engineer shall retain security deposit of 5% 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.

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 51 of conditions of Contract is repaid to the contractor when the construction work is complete.

43.4 The performance security equal to the five percent of the contract price and additional performance security for Routine Maintenance as detailed in Clause 51 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, the employer will be free to carry out Routine Maintenance work 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.

- 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 Defect Liability Period.

44. Liquidated Damages

44.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof 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 Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay. The decision of the Chief Executive officer, Madhya Pradesh Rural Road Development Authority shall be final.

45. Advance Payment

45.1. The Employer will make the following advance payment to the Contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Scheduled Commercial Bank acceptable to the Employer in amounts equal to the advance payment:

- a. Mobilization advance up to 5 percent of the contract price excluding the contract price for routine maintenance
- b. Equipment Advance up to ninety percent of the cost of the new equipment brought to the site, subjects to a maximum of ten percent of the contract price excluding the contract price for routine maintenance

The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the 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 the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

45.3 The advances shall be recovered in 10 installments from the running payments and entire amount of advance shall be recovered one month before the stipulated date of completion whichever is earlier.

46. Securities

46.1 The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security and additional performance security for routine maintenance shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

If the Performance Security is in the form of Bank Guarantee, it should be valid until a date 45 days from the date of expiry of defect liability period. Bank Guarantee valid for a lesser period (not less than 1 year) may be initially accepted, but the contractor would get this Bank Guarantee extended in such a way that an amount equal to 5% of the contract price is always available with employer until 45 days after the lapse of Defect Liability Period. If the contractor fails to maintain 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 Correction periods 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**

48.1 The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works 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 Routine Maintenance is completed.

49. Taking Over

49.1 The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period.

49.2 The employer shall take over the maintained rod with in 7 days of the Engineer issuing a certificate of completion of the Routine Maintenance.

50. Final Account

50.1 The Contractor shall supply the Engineer with 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 within 42 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the 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 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 supply the Engineer with a detailed account of the total amount that the Contractor considers payable 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 42 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractors revised account. The payment of final bills for routine maintenance will be made within 14 days thereafter.

50.4 In case the account 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 Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, “corrupt practise” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) any other fundamental breaches as specified in the Contract Data.
- k) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

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 If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, 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.

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.

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 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 Condition 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 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.

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 Engineer 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 Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer 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.

60. Jurisdiction

60.1 This contract has been entered into the State of Madhya Pradesh and its validity, construction, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Bhopal or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

Contract Data to General Conditions of Contract

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

1. The Employer is [Cl.1.1]
 Designation: Chief Executive Officer,
 M.P. Rural Road Development Authority
 Address: Block-II, 5th Floor, Paryawas Bhawan,
 Bhopal – 462 004
 Name of authorized Representative: Chief General Manager/General Manager
 Telephone No(s) Office
 Mobile No.
 Facsimile (Fax No.)
 Electronic mail identification (e-mail id)
2. The Engineer is [Cl.1.1]
 Designation: General Manager, Project Implementation Unit
 or his representative (which also includes consultant
 appointed by MPRRDA).
 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 9 months [Cl.1.1, 17&27]
 excluding rainy season from 16th June to 15th Sept. after start date.
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) **Clause 11.3, *ibid***, defines different maintenance activities. For example, fog seal, bituminous surface treatment, etc.

(iii) **Clause 11.4, *ibid***, suggests planning of maintenance routine.

(iv) **Clause 11.5 and Clause 11.6 (a), *ibid***, define preventive and corrective maintenance, and classify activities of routine maintenance and repairs.

(v) **Clause 11.7, *ibid***, discusses in details 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) **Appendix 11.1 *ibid*** lays down the periodicity of routine maintenance activities shall be as follows: .

Periodicity of Routine Maintenance Activities

Sl. No.	Name of Item/Activity	Frequency of operations in the year
1	Restoration of rain cuts and dressing of berms as per clause 1902 of the Specifications.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required).
2	Making up of shoulders as per clause 1903 of the Specifications.	As and when required
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
4	Maintenance of drains as per clause 1907 of the Specifications.	Twice (In case of hill roads as and when required).
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).
6	Maintenance of road signs as per clause 1910 of the Specifications.	Maintenance as and when required. Repairing once in every two years.
7	Maintenance of guard rails and parapet rails as per clause 1911 of the Specifications	Maintenance as and when required. Repairing once in a year.
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.
9	White washing guard stones	Twice
10	Re-fixing displaced guard stones	Once
11.	Cutting of branches of trees, shrubs and trimming of grass and weeds etc. as per clause 1914 of the Specifications.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required).
12.	White washing parapets of C.D. Works	Once

(vii) **Appendix 11.3, *ibid***, covers the special problems of Road Maintenance in Heavy Rainfall / Snow fall areas.

(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 Enclosure I [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 mentioned in NIT [Cl.1.1]

(b) The Works consist of construction/upgradation of rural roads including construction of CDs/bridges under Pradhan Mantri Gram Sadak Yojna. The works shall, inter-alia, include the following, as specified or as directed. [Cl.1.1]

(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 to ensure safety and planting of trees along the roads.

Clause Reference

(B) **C.D. 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 “Completion of individual roads as mentioned in Enclosure I. [Cl 2.2]

9. The following documents also form part of the Contract : [Cl.2.3(11)]

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's 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 as may be specified at the time of issue of acceptance letter and work order.

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. 9.1]

Technical Personnel	Number	Experience in Road Works
i). Degree Holder in Civil Engineering ii). Diploma Holder in Civil Engineering	As given in Para 4.4 B (b) (ii) of Instruction to bidders.	

For field testing laboratory ;

Technical Personnel	Number
	As given in Para 4.4 B (b) (ii) of Instruction to bidders.

B. For routine maintenance

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering	Nil.	---
B. Diploma Holder in Civil Engineering	One.	Minimum 5 years.

- 13(a) Amount and deductible for insurance are: - As per rules. [Cl. 13.1]
- 13(b) Amount and deductible for insurance are: - As per rules. [Cl. 13.3 (a)]
14. Site investigation report [Cl.14.1]
15. The key equipments/machinery for construction of works shall be :

S.No.	Name of Equipment/Machinery	Quantity
	As per contract data of ITB para 44B (b) (I)	

- 16 (a) Competent authority is: [Cl. 24.1]
Chief Executive Officer, M.P. Rural Road Development Authority – full powers.
17. (a) The period for submission of the programme for approval of Engineer shall be 15 days from the issue of Letter of Acceptance. [Cl.26.1]
- (b) The updated programme shall be submitted at interval of 60 days. [Cl. 26.3]

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

18. The key equipments/machinery for field laboratory shall be :

S.No.	Name of Equipment/Machinery	Quantity
	As per appendix 10.2 of Rural Road Manual 2002 (SP20-2002) for each package.	

19. The percentage of Variation of items of work for which there shall be no increase in rates shall be – **25% of the total contract amount.** [Cl. 36.1]

20. The authorized person to make payments is General Manager of concerned Project Implementation Unit. [Cl. 39.2]

21. (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) 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction

- (b) Amount of liquidated damages for delay in completion of works
- For Whole of work
1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.

- (c) Maximum limit of liquidated damages for delay in completion of work.
- 10 per cent of the Initial Contract Price rounded off to the nearest thousand.

[Cl.44.1]

22. The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents. [Cl. 46.1]

23. (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 or section of the work, as the case may be. [Cl.51.1]

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

25. (a) The period for setting up a field laboratory with the prescribed equipment

is 30 days from the 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 (j)]

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

(b) If contractor fails to give proportionate progress due to slow execution/stoppage of work

(c) If contractor or his personnels misbehave with the departmental or consultancy staff.

(d) If contractor is not maintaining required no. of technical personnel and machinery.

26. The percentage to apply to the value of work not completed (including cost of maintenance as per Section 7) representing the employer's additional cost for completing the works shall be - 20%. [Cl.53.1]

Appendix Part I General Condition 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 1951:** - 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 set-up 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 modified 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

4.1 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 quantum of liquidated damages on completion of work taking into account the effect of compensation events and delay on the part of contractor.

4.2 Death or permanent invalidity of contractor

If the contractor is an individual or a proprietary concern, dies during the currency of the contract or becomes permanently incapacitated or where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in clause 53 of the contract agreement.

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

4.3 Past performance of the contractors in PMGSY 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.

4.4

Deleted

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 Adhinyam. Contractors who do not hold a registration under the M.P. Vanijiyik Kar Adhinyam will have to obtain registration certificate within 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 Adhinyam.

4.6 Price Adjustment

Any variation (plus or minus) in the cost of Bitumen/Steel/HSD/Cement during the contract period shall be adjusted as under;

A. 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 date of tender and any variation during the agreement period only. 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.

B. Adjustment for Fuel and Lubricants - Any variation in the cost of Fuel and Lubricants will be paid or deducted on the basis of adjustment for Fuel and Lubricants formula. Price adjustment for increase or decrease in the cost of POL (fuel and lubricants) shall be paid in accordance with the following formula:

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

V_r = The amount of price adjustment in Rs.

R_1 = The cost of Executed work during the month.

F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC of the district hqrs. where PIU is situated, on the last date of submission of tender.

F_1 = The average official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC of the district hqrs. where PIU is situated, during the period under consideration.

Pr = 10 (Ten) percent

C. Adjustments in the Contract Price for Cement - The Contract Price will be subject to adjustment on account of variation in the cost of cement which is delivered to the site and used in the Permanent Works according to 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 of cost indices of cement as applicable.

S = Basic Price for cement on the date of NIT (for calculating price adjustment) Rs.4300.00 per MT.

M = Base cost index for cement (which shall be the index for cement, as shown in 'Index Numbers of wholesale prices in India - By Groups and Sub-Group (Month end/year end data)' (Base latest available), released by the Office of the Economic Adviser, Ministry of Industry, Government of India, prevailing at the time of specified in para F) of Sub-Clause 70.3. (prevailing during the period under consideration)

M_c = Base cost index for cement (which shall be the index for cement, as shown in 'Index Numbers of wholesale prices in India - By Groups and Sub-Group

(Month end/year end data)' (Base latest available), released by the Office of the Economic Adviser, Ministry of Industry, Government of India, prevailing at the time of specified in para F) of Sub-Clause 70.3. (prevailing at the time of tender)

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

- Note: - 1. No other adjustment to the Contract Price on account of fluctuation in the cost of Specified Materials shall be made.
2. In determining the amount of any adjustment to the Contract Price pursuant to this condition no account shall be taken of any overheads or profits.

4.7 Conditions applicable to packages with PAC Rs. 10 crore or more.

(a) Clause 3.1 of ITB (Tender document) is replaced by;

- 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 or any combination of them with a formal intent to enter into an agreement of a Joint Venture (JV). In case of a JV,
- a) all partners to the JV shall be jointly and severally liable; and
 - b) a JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the pre-qualification process and, in the event the JV is pre-qualified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution.

(b) Clause 4.3 of ITB is replaced by;

- 4.3 Joint Ventures are allowed. 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 attached) 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 -1 shall be submitted with the technical bid.
 - 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 the 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 30 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 of ITB and furnished separately for each partner.
- (c) Clause 4.4A(a) of ITB is replaced by:
- 4.4A – 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 (in all cases of civil engineering construction works only) equal to the amount put to tender. The turnover will be indexed at the rate of 8 percent for a year.
- (d) Clause 4.4A(b) to ITB is not applicable:
- (e) Clause 4.4D to ITB is added:
- 4.4D - If bidder is a Joint Venture, the partners would be limited to three (including lead partner). Joint Venture firm shall jointly and severally responsible for completion of the project. Joint Venture must fulfill the following minimum qualification requirement.
1. The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.4 A (a) of ITB above.
 2. Each of the remaining partners shall meet not less than 25% of all the qualifying criteria given in sub-clause 4.4 A (a) of ITB above.
 3. 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% of more.
 4. In the event that the Employer has caused to disqualify under Clause 4.7 of ITB all of the Joint Venture partners will be disqualified.
 5. 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.

The available bid capacity of the JV as required under Clause 4.6 of ITB 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.

Section 5

Specifications

**Work shall be executed as per specifications for Rural Roads
(Aug-04) & Rural Road Manual (SP-20).**

Section 5 (Cont'd)

Drawings

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

Section 6

Form of Bid

Notes on Form of Bid
The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To [name of Employer] The Chief Executive Officer, M.P. Rural Road Development Authority.

Address [insert address] Block-II, 5th Floor, Paryawas Bhawan, Bhopal – 462 004 through General Manager, Project Implementation Unit,

Description of the Works Construction/upgradation of roads including CDs/bridges under Pradhan Mantri Gram Sadak Yojna.

Identification Number of the Works MP -

1. I/ We offer to execute the works described above and remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda at the rate of% (in words..... percent) below/above/work at par with the rates entered in the schedule of rates, as referred to in Clause 13 of ITB and the per kilometre routine maintenance charge per year as mentioned in the bill of quantities for maintenance (rates both in figures and words should be written).

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Appendix to ITB.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Authorised Address of communication :

Telephone No.(s) office

Mobile No.

Facsimile No. (fax No.)

Electronic Mail Identification (email-id)

Tender accepted @ of (.....) percent below/above/at par with the SOR on behalf of M.P. Rural Road Development Authority.

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

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 provision for each year of maintenance. 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. Arithmetic errors will be corrected by the Employer pursuant to Clause 26 of the Instructions to Bidders.

5. In case of percentage rate tender if parentage above/below or at par of the SSR not quoted tender will be treated as non responsive and disposed of accordingly.

A. Bill of Quantities for Percentage rate bids

Sl. No.	SOR No.	Description of item (with brief specification and reference to book of specification)	Quantity	Unit	Rate	Amount
		As per enclosure II	_____	_____	_____	

**Bill of quantities for
Maintenance**

Sl.No.	Description of item	Unit	Rate	
			For roads designed with B curve	For roads designed with C curve
	Maintenance as per item no. 4(vi) of contract data to GCC.	Per km.		
	1 st year		10800	12800
	II nd year		14300	17000
	III rd year		21000	25000
	IV year		25000	30000
	V year		30000	36000

Signature**Notes:**

1. As per NIT."
2. Percentage above/below is not applicable on the rates of routine maintenance given above.

Section 8

LETTER OF ACCEPTANCE AND OTHER FORMS

Letter of Acceptance

M.P. Rural Road Development Authority Project Implementation Unit

No. _____ Date _____

To,

(Name of contractor)

(Address of contractor)

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

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 27.3 and clause 27.4.) [where applicable] in the form detailed in Cl. 32 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, failing which action as stated in Cl. 32.3 of ITB will be taken.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

No. _____ Date _____

Copy forwarded to

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

General Manager
PIU

Notice to proceed with the work

**M.P. Rural Road Development Authority
Project Implementation Unit**

No.

Date

To

_____ (Name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 32.1 and signing of the contract for the construction of the work under package number you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

Standard Form of Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 26).

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____ 20_____, between M.P. Rural Development Authority, Block-II, 5th Floor, Paryawas Bhawan, Bhopal – 462 004 through General Manager, Project Implementation Unit _____ (hereinafter called “the Employer”) of the one part, and _____

_____ [name and address of Contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute _____

_____ [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of 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 the remedying the defects wherein 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.

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 _____

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 for hereinafter 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 stating 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, 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 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. 1931/22/D-12/FA/MPRRDA/2008

Bhopal, Dated: 20/02/2008

To,

All Chief General Managers,
All General Managers,
Madhya Pradesh Rural Road Development Authority
Project Implementation Unit
Dist.....

Sub.:- Amendment No.-1 to the Tender Document for Construction and Maintenance of Road under PMGSY, January 2008.

1. Clause 32 of Section 2 “Instructions to Bidder” shall be replaced by:

“32.1 The successful bidder/contractor shall provide to the employer a total Performance Security of 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 27.3 and 27.4 of ITB and Clause 46 Part 1 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 27.3 and 27.4 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).

32.2: 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 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 bidder/contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite

performance security is always available with employer until 45 days after the lapse of Defect Liability Period. If the bidder/contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the contractor.

32.3 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 32.1 shall constitute sufficient ground for cancellation of award and forfeiture of the earnest money. Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under PMGSY for a period of one year.”

2. **Clause 11.1 of GCC:** Word ‘natural calamity’ in clause 11.1 of Section 4, General Conditions of Contract is deleted.
3. **Clause 43.1 of GCC:** Insert “and performance security of two and a half percent” after the words ‘deposit of five percent’ in Clause 43.1 of Section 4, General Conditions of Contract.
4. **Clause 46 of GCC:** Clause 46 of Section 4, General Conditions of Contract shall be replaced by:

“**46.1** The Performance Security equal to 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 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 and additional Performance Security for maintenance 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 Defect Liability Period. If the contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the contractor.”

5. In Section 8, Standard Form for Letter of Acceptance, the following will be

added after the words ‘and sign the contract,’ in the last paragraph:
“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 requisite performance security is always available with employer until 45 days after the lapse of Defect Liability Period.”

This amendment will be applicable to all NITs issued of the 15-02-2008.

Chief General Manager
M.P. Rural Road Development Authority

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.4407/22/D-12/FA/MPRRDA/2008

Bhopal, Dated:31/03/2008

To,

All Chief General Managers,
All General Managers,
Madhya Pradesh Rural Road Development Authority
Project Implementation Unit
Dist.....

Sub.:- Amendment No.-2 to the Tender Document for Construction and Maintenance of Road under PMGSY, January 2008.

Following amendment is made in the tender document for Construction and Maintenance of Road under PMGSY - January 2008.

Appendix to ITB of Para4.6 (ITB) assessment of available Bid Capacity
Value of 'M' may be read as 3.

This amendment will be applicable to all NITs issued on or after 20-03-2008.

Chief General Manager
M.P. Rural Road Development Authority

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. 10373 /D-12/FA/MPRRDA/08

Bhopal, Dated: 26 /07/2008

To,

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

Sub: Amendment No.3 to the Tender Document for Construction and Maintenance of Road under PMGSY, January 2008.

.....

Following amendment is made in the tender document for Construction and Maintenance of Road under PMGSY- January 2008.

The following may be added after the work 'initial contract price' in Item No. 21(b) of contract data to General Conditions of Contract.

'Value of work whichever is less'

This amendment will be applicable to tenders due on 28.07.08, 05.08.08 and future NITs.

Chief General Manager
M.P. Rural Road Development Authority

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. 13740 /D-12/FA/MPRRDA/08

Bhopal, Dated: 01 /10/2008

To,

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

Sub: Amendment No.4 to the Tender Document for Construction and Maintenance of Road under PMGSY, January 2008.

.....

Following amendment is made in the tender document for Construction and Maintenance of Road under PMGSY- January 2008.

Add following as conditions no. (e) at sr. no. 25 (b) of contract data;

(e) Violation of Forest Conservation Act.

This amendment will be applicable with immediate effect.

This amendment will be applicable to ADB works also.

Chief General Manager
M.P. Rural Road Development Authority

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. 7353 /D-12/FA/MPRRDA/09

Bhopal, Dated: 24 /06 /2009

To,

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

Sub: Amendment No.5 to the Tender Document for Construction and Maintenance of Road under PMGSY, January 2008.

Ref: Amendment No.2 to the Tender Document dt. 31.03.08.

.....

Following amendment is made in the tender document for Construction and Maintenance of Road under PMGSY- January 2008.

Appendex to ITB para 4.6- assessment of available bid capacity

Value of 'M' may be read as 2

This amendment will be applicable to NITs issued on or after 24.06.09.

Chief General Manager
M.P. Rural Road Development Authority

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. 10115 /22/D-12/MPRRDA/2009

Bhopal, Dated 18 /08/2009

To,

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

Sub.:- Amendment No.6 to the tender Document for construction and Maintenance of Road under PMGSY - January 2008

Following amendment is made in the tender document for Construction and Maintenance of Road under PMGSY- January 2008 -

Add following after last line of clause no. 27.2:

Final extension of time shall be granted by Cheif Executive Officer with such conditions as he may deem fit .

Chief Executive Officer
M.P. Rural Road Development Authority

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. 11139 /D-12/FA/MPRRDA/09

Bhopal, Dated: 07/ 09/ 2009

To,

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

Sub: Amendment No. 7 to the Tender Document for Construction and Maintenance of Road under PMGSY, January 2008.

-
- (i) The following sentence would be inserted after the word “Contract Price” in Clause 4.2 (k) of Instructions to Bidder (ITB) to the Standard Bidding Document
“and if amount put to bid is Rs.5 Crore and above, subcontracting of part/full routine maintenance of roads after completion of construction work”.
- (ii) The following sentence would be inserted after the word “construction work” in the definition of Sub-Contractor as given in Clause 1.1 of General Condition of Contract:
“and/or routine maintenance”
- (iii) The following sentence would be inserted after the word “25 percent of the Contract Price” in the sub-clause 7.1 of General Conditions of Contract (GCC):
“and if amount put to bid is Rs. 5 Crore and above, also part or full routine maintenance work after completion of construction work”
- (iv) For execution of works under Pradhan Mantri Gram Sadak Yojana situated in Naxal /Left Wing Extremist activity affected districts identified as such by the Ministry of Home Affairs, Government of India,
- (a) Under Clause 4.4 A (a) (i) & (ii) of ITB the figure "60%" and "75%" would be replaced by "50%".
- (b) Under Clause 4.4 A (b), the word "one-third" would be replaced by "one-fourth".
- (c) Keeping in view the security related interruptions in execution of works, the time period for completion of works in Naxal /Left Extremist activity affected districts, could be allowed upto 18 months.

Chief Executive Officer
M.P. Rural Road Development Authority

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. 13419 / D-12/FA/MPRRDA/09
2009

Bhopal, Dated: 27 / 10/

To,

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

Sub: -Amendment No. 8 to the Tender Document for Construction and Maintenance of Road under PMGSY, January 2008.

.....

- (i) In the first sentence of Clause 24 of General Conditions of Contract, “within 45 days of arising the dispute or difference” would be added after the word “competent authority”.
- (ii) In the fifth line of Clause 24 General Conditions of Contract, the words with a period of 45 days may be replaced with the words within a period of 90 days.
- (iii) In Clause 43.1 of General Conditions of Contract, the following sentence would be added “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 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”.
- (iv) Clause 44.1 of General Conditions of Contract shall be replaced by:
“44.1 Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Data is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damages and the total amount of liquidated

damages shall not exceed 10% of the contract price. The employer may deduct liquidated damages from payments due to the contractors. Payment of liquidated damages shall not affect the contractor's other liabilities.”

The above amendment shall be applicable with immediate affect.

Chief Executive Officer
M.P. Rural Road Development Authority

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. 10608 /D-12/FA/MPRRDA/2010

Bhopal Dated: 21 / 06/ 2010

To,

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

Sub: Amendment No. 9 to the Tender Document for Construction and Maintenance of Road under PMGSY, January 2008.

.....

Add following in para 26.1 (a) of ITB after the word '**govern**' and before the word '**and**'.

, however, in case of online submission of tender through electronic process, rate quoted by contractor in figures will govern.

Chief Executive Officer
M.P. Rural Road Development Authority