

M.P. RURAL ROAD DEVELOPMENT AUTHORITY

*(An Agency of Government of M.P., Rural Development Department),
5th Floor, 2-Block, Paryawash Bhawan, Bhopal – 462 004*

**Bidding Document
For**

**Construction & Maintenance of Rural Roads
Under
Pradhan Mantri Gram Sadak Yojana (PMGSY)
(ADB Assisted Rural Road Sector-II Project)**

Package No. -----

District ----- PIU -----

Issued by
Chief Executive Officer
Madhya Pradesh Rural Road Development Authority

November - 2009

M.P. RURAL ROAD DEVELOPMENT AUTHORITY

*(An Agency of Government of M.P., Rural Development Department),
5th Floor, 2-Block, Paryawash Bhawan, Bhopal – 462 004*

Tender Document

Issued to :
.....
.....

Name of Work : Construction/Upgradation and maintenance of Rural Roads under
P M G S Y (ADB Assisted Rural Road Sector-II Project)

Package Number : District :

Probable amount of Contract : Rs.

Cost of Tender Form : Rs. (Rupees Only)

Paid vide MR No. Dated

Time allowed for Completion: Twelve Months including rainy season

Date of issue of Tender Form :

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

SECTION 1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING TENDERS

List of Important Dates of Bids for Construction/Up gradation of Roads under PMGSY(ADB Assisted Rural Road Sector-II Project) and Their Maintenance for Five years

| | | | |
|-------------|--|---|--------------------------------------|
| 1.0 | Name of Work | Construction/Up gradation and maintenance of roads in State under PMGSY (ADB Assisted Rural Road Sector-II Project). | |
| 2.1 | Completion Period for Construction/ up gradation | 12 month including rainy season | |
| 2.2 | Maintenance Period is five years after construction | | |
| 3.0 | Date of Issue of Notice Inviting Bid | Date.... Month.....Year | As per NIT |
| 4.0 | Period and Places of Sale of Bidding Documents | From Date & Time Place(s) | To Date & Time As per NIT |
| 5.0 | Time, Date and Place of Pre-bid Meeting | DateMonth... Year . | Time-Hours- Place As given NIT |
| 6.0 | Deadline for Receiving Bids | DateMonth... Year . | Time-Hours- Place As given NIT |
| 7.0 | Time and Date for opening Technical Bids/Bids | DateMonth... Year . | Time-Hours- Place As given NIT |
| 8.0 | Time and Date of opening Financial Bids | DateMonth... Year . | Time-Hours- Place As given NIT |
| 9.0 | Place of opening bids | Address is: | As given NIT |
| 10.0 | Last Date of Bid Validity | DateMonth... Year . | As mentioned in tender document |
| 11.0 | Officer inviting Bids | Designation: | Address |

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

Press Notice

Bharat Nirman through Rural Roads

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

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

5th Floor, Block-II, Paryawas Bhawan, Bhopal M.P. – 462 004

BHARAT NIRMAN

UNDER PRADHANMANTRI GRAM SADAK YOJANA (PMGSY)

NOTICE INVITING TENDER NO.

No. /22/D-12/MPRRDA/IT/2009

Bhopal, Dated: / /2009

Government of India has received a loan from Asian Development Bank for part financing of Pradhan Mantri Gram Sadak Yojana and intends to apply a part of the proceeds to eligible payments under the contract for the procurement of the civil works.

Chief General Manager, on behalf of M.P. Rural Road Development Authority invites online sealed **item rate tenders** from eligible Contractors registered in appropriate class with MPPWD or Contractors of equivalent categories registered with other State/Central Government departments, institutions, undertakings and authorities upto date _____ hrs. _____ for each of the following works of construction/upgradation of rural roads including maintenance for five years after construction. PMGSY is fully funded by the Ministry of Rural Development, Govt. of India. Online Tenders for the following work are invited on the E-Procurement System portal <http://mprrda.mpeprocurement.gov.in> as detailed below.

PMGSY is fully funded by the Ministry of Rural Development, Govt. of India.

| S. No. | System Tender No. | Package Number | Name of District | Name of PIU | PAC (in Rs. lakhs) | | | Cost of Tender Document |
|--------|-------------------|----------------|------------------|-------------|-----------------------|-----------------------------|-------|-------------------------|
| | | | | | For Construction Work | For 5 Year Maintenance work | Total | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

Last date of purchase of tender document is _____. Other key dates may be seen in the detailed NIT.

The tender document can be purchased only online from the above website after making online payment using cash card, ATM cum debit card or Internet banking account.

The amount of earnest money is 1% of PAC rounded off to the nearest thousand rupees. Original Earnest Money Deposit Instrument should reach either in the Office of the Concerned PIU or Head office, Bhopal by _____. Scanned copy of the E.M.D. instrument is to be uploaded online along with the bid documents. Affidavit as required in para 4.4 B (a) (ii) of SBD (ITB) should be submitted in original with EMD.

Other details can be viewed in the detailed N.I.T. and tender document on the above-mentioned portal.

Chief General Manager
Madhya Pradesh Rural Road Development
Authority, Bhopal

Section-1:NIT

Section 1

Bharat Nirman through Rural Roads

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

**BHARAT NIRMAN
UNDER PRADHANMANTRI GRAM SADAK YOJANA (PMGSY)
DETAILED NOTICE INVITING TENDER NO.**

No. /22/D-12/MPRRDA/2009

Bhopal, Dated: / /2009

Government of India has received a loan from Asian Development Bank for part financing of Pradhan Mantri Gram Sadak Yojana and intends to apply a part of the proceeds to eligible payments under the contract for the procurement of the civil works.

Chief General Manager, on behalf of M.P. Rural Road Development Authority invites online sealed **item rate tenders** from eligible Contractors registered in appropriate class with MPPWD or Contractors of equivalent categories registered with other State/Central Government departments, institutions, undertakings and authorities upto date _____ hrs. _____ for each of the following works of construction/upgradation of rural roads including maintenance for five years after construction. PMGSY is fully funded by the Ministry of Rural Development, Govt. of India.

| S. No. | System Tender No. | Package Number | Name of District | Name of PIU | PAC (in Rs. lakhs) | | | Cost of Tender Document |
|--------|-------------------|----------------|------------------|-------------|-----------------------|-----------------------------|-------|-------------------------|
| | | | | | For Construction Work | For 5 Year Maintenance work | Total | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

1. The amount of earnest money is 1% of PAC rounded off to the nearest thousand rupees. Original Earnest Money Deposit Instrument should reach either in the Office of the concerned PIU or Head office, Bhopal by _____ up to _____ Scanned copy of the E.M.D. instrument is to be uploaded online along with the bid documents. Affidavit as required in para 5.4 B (a) (ii) of SBD (ITB) should be submitted in original with EMD.
2. Time allowed for completion of each package PAC upto Rs.10.00 crore is 12 months and for packages with PAC more than Rs.10.00 crore is 18 months including rainy season.
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 online on the website <http://mprrda.mpeprocurement.gov.in>. Tender documents will be issued online from <http://mprrda.mpeprocurement.gov.in> as per time schedule mentioned in Key Dates after making online payment for Cost of Tender Document through Debit Card/Cash Card or Internet Banking.

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

- 5 Technical bids will be opened online as per time schedule mentioned in Key Dates in the office of concerned General Manager, Project Implementation Unit. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 6 Financial bid shall be opened online as per time schedule mentioned in Key Dates.
7. **Information relating to work in hand should be given showing the name of department agreement no. etc.**

Other details can be seen in the bidding documents.

Key Dates

| Seq No | MPRRDA Stage | Contractor Stage | Start Date & Time | Expiry Date & Time |
|--------|--|------------------------------------|-------------------|--------------------|
| 1 | Tender Preparation And Release of NIT | - | __-__-2009 10:30 | __-__-2009 17:30 |
| 2 | - | Tender Purchase - Online | __-__-2009 17:31 | __-__-2009 17:30 |
| 3 | - | Tender Download | __-__-2009 17:31 | __-__-2009 17:30 |
| 4 | - | Submit Bid - Hash Online | __-__-2009 17:31 | __-__-2009 17:30 |
| 5 | Close for Bidding - Generation of Super Hash | - | __-__-2009 17:31 | __-__-2009 17:30 |
| 6 | - | Submit Bids Online - Re-encryption | __-__-2009 17:31 | __-__-2009 17:30 |
| 7 | Open EMD / Technical Bid | - | __-__-2009 10:30 | __-__-2009 17:30 |
| 8 | Open Financial / Price-Bid | - | __-__-2009 10:30 | __-__-2009 17:30 |

**Chief General Manager
Madhya Pradesh Rural Road Development
Authority, Bhopal**

Provisions required to be Included in the Joint Venture Agreement

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

- a. Name, style (which should not be in the name of one JV partner) and Project(s) specific JV with Head Office address
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilisation advance) to the extent of his participation in the JV
- d. Responsibility of each Partner of JV (in. terms of Physical and Financial involvement)
- e. Working Capital arrangement of JV
- f. Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- g. Provision for cure in case of non-performance of responsibility by any party of the JV.
- h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- i. Management Structure of JV with details
- j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV
- k. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works
- l. The Power of Attorney shall be duly notarised (from the Country of Origin of the foreign partner for his part, or got certified from the Indian Embassy in that Country of Origin.)
- m. Any other relevant details

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Section 2: Instructions to Bidders

Table of Clauses

| Clause | A. General | Clause | D. Submission of Bids |
|--------|--|--------|--|
| 1 | Scope of Bid | 20 | Sealing & Marking of Bids |
| 2 | Source of Funds | 21 | Deadline for Submission of Bids |
| 3 | Corrupt Practices ¹ | 22 | Late Bids |
| 4 | Eligible Bidders | | E. Bid Opening & Evaluation |
| 5 | Qualification of the Bidder | 23 | Bid Opening |
| 6 | One Bid per Bidder | 24 | Process to be Confidential |
| 7 | Cost of Bidding | 25 | Clarification of Bids and Contracting the Employer |
| 8 | Site Visit | 26 | Examination of bids and Determination of Responsiveness |
| | B. Bidding Documents and Evaluation | 27 | Correction of Errors |
| 9 | Content of Bidding Documents | 28 | Evaluation and Comparison of Bids |
| 10 | Clarification of Bidding Documents | 29 | Preference for Domestic Bidders |
| 11 | Amendment of Bidding Documents | | F. Award of Contract |
| | C. Preparation of Bids | 30 | Award Criteria |
| 12 | Language of Bid | 31 | Employer's Right to Accept any Bid and to Reject any or all Bids ¹⁶ |
| 13 | Documents Comprising the Bid | 32 | Notification of Award |
| 14 | Bid Prices | 33 | Performance Security |
| 15 | Currencies of Bid and Payment | 34 | Advances |
| 16 | Bid Validity | | |
| 17 | Earnest Money | | |
| 18 | Alternative Proposals by Bidders | | |
| 19 | Format and Signing of Bid | | |
| | | | |

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. 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 Government of M.P. through Government of India, Ministry of Rural Development (hereinafter called “Borrower”) has received a rural road sector loan (hereinafter called funds) from the Asian Development Bank, (hereinafter referred to as “ADB”) towards cost of the project named in the Appendix to ITB. The Borrower intends to apply a portion of the funds to eligible payments under the Contract for which this Bidding document is issued.

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

3. Corrupt Practices

3.1 The ADB requires that Borrowers (including beneficiaries of ADB loans), as well as bidders/suppliers/contractors under ADB-financed contracts, observe

² The earlier clause pertains to abiding “ Prevention of Corruption Act, 1988” and covers only bidder and Contractor where as the above covers all related parties.

the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB:

a) defines, for the purposes of this provision, the terms set forth as follows:

(i)“corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) “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 Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an ADB-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an ADB-financed Contract.

4. Eligible Bidders & Eligible Material, Equipment, and Services

"4.1 Eligible Bidders: This Invitation for Bids is open to all eligible bidders who are either a private entity, or government-owned entity or any combination of them in the form of a Joint Venture (JV) under an existing, or with the intent to constitute a legally-enforceable joint venture. In case of a JV:

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

4.2 A bidder, and all parties constituting the Bidder, shall have the nationality of an eligible member county of ADB. A bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country.

4.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public

ITB

undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4.4 Government-owned enterprises in India shall be allowed to participate in bids only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not dependent agencies of the Executing Agency or Implementing Agency".

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

5. Qualification of the Bidder

5.1 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.

5.2 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 5.4 B (b) (i) 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 5.4 B(b) (ii) 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.

5.3(A) Joint Venture;

- 5.3(A) 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 5.4 of ITB and furnished separately for each partner.

5.3 (B) - 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.

- i. The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 5.4 A (a) of ITB above.
- ii. Each of the remaining partners shall meet not less than 25% of all the qualifying criteria given in sub-clause 5.4 A (a) of ITB above.
- iii. The Joint Venture must also collectively satisfy the subject of the criteria of Clause 5.4 B ,5.4 C & 5.6 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.
- iv. In the event that the Employer has caused to disqualify under Clause 5.7 of ITB all of the Joint Venture partners will be disqualified.
- v. Joint Venture Applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.
- vi. The available bid capacity of the JV as required under Clause 5.6 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.

5.4 A To qualify for award of the Contract, (For Packages with PAC less than Rs.10 crore.) each bidder should have in the last five years:

- a. achieved in any one year during last 5 years a minimum financial turnover (as certified by CA and at least 50% of which is from civil engineering construction works only) volume of **construction work of at least 75% of estimated cost of works (in case of packages less than 2 Cr. this is 60%) excluding** maintenance cost for five years, for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year,
- b. and satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited.

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 5.4.A (b) of I.T.B.

- i. Earthwork has been carried out with compaction at optimum moisture content and/or
- ii. Construction of granular sub-base, water bound macadam sub- base course or base course, wet mix macadam base course, bituminous base course or surface course.
- iii. Masonry/ concrete work as are required for construction of rigid pavement or CD works in PMGSY road.

For Packages with PAC Rs. 10 crore or more.

5.4A(c) – To qualify for award of the contract, each bidder should have in the last five years:

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.

Clause 5.4A (b) to ITB is not applicable in case of package with PAC more than Rs. 10.00 crore:

"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",

- d). 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. The value of road work completed by the bidder under Pradhan Mantri Gram Sadak Yojana in originally stipulated period of completion shall be treated 120% for the purpose of the Sub-Clause."

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 5.4.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.

5.4 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.

5.4.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.

5.4 D(a) Scanned copies of the following documents are to be uploaded in the website **mprrda.mpeprocurement.gov.in**

- I. Dully pledged EMD instrument
 - II. VAT clearance certificate
 - III. PAN Card
 - IV. Registration certificate
 - V. Evidence of access to line of credit
 - VI. Affidavit regarding correctness of certificate & no relation certificate
 - VII. Annual Turnover Certificate from Chartered Accountant for last five financial years forms with break up of civil works & total works in each financial years.
 - VIII. Joint Ventures Agreement, in case of joint venture.
 - IX. Certificate showing details of similar nature of works.
 - X. Work in hand
 - XI. Machineries owned or possessed on hire
 - XII. List of technical staff
-
- i. Format-I Similar nature of works executed
 - ii. Format-II Work in hand
 - iii. Format-III Machineries owned/brought on hire

(The details of the Format are given in Section-III of Tender document)

- (b) Uploaded documents of valid successful bidders will be verified with the original signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post.
- (c) SBD is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the SBD. The bidders, who disagree on the conditions of SBD, can not participate.
- (d) The employer shall not accept any responsibility for failures or breakdowns of the Electronic Procurement System.

5.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

5.6 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 specified in the Appendix to ITB.

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

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

5.7 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.

6. One Bid per Bidder

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

7. Cost of Bidding

7.1 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.

8. Site Visit

8.1 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

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

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.

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

9.3 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.

10. Clarification of Bidding Documents and Pre-bid Meeting

10.1 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.

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

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

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

10.2.4 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 9.1, 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 11 and not through the minutes of the pre-bid meeting.

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

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 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.

11.3 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 21.2.

C. Preparation of Bids

12. Language of Bid

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

13. Documents Comprising the Bid

13.1 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 5;
- V. undertaking that the bid shall remain valid for the period specified in clause 16.1;
- 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;

13.2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 20.

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

| Section | Particulars |
|---------|---|
| 1 | Notice inviting Tender |
| 2 | Instruction to the bidders |
| 4. | Conditions of Contract |
| 4. | Contract Data |
| 5. | Specifications |
| 5. | Drawings |
| 6. | <u>Amendment/Errata issued before submission of Bid</u> |

14. Bid Prices

14.1 The Contract shall be for the whole Works, as described in Clause 1. 1, based on the priced Bill of Quantities submitted by the Bidder.

14.2 The bidder shall 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.

14.3 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.

14.4 "The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment unless otherwise stated in the Special Conditions of Contract", to allow for price adjustment of bitumen/Steel/HSD/Cement as per para 4.7 of the special conditions of contract.

15. Currencies of Bid

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

16. Bid Validity

16.1 Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 21. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

16.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 17 in all respects.

17. Earnest Money

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

17.2 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.

17.3 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.

17.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 16.1.

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

17.6 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.

18. Alternative Proposals by Bidders

18.1 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.

19. Format and Signing of Bid

19.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 13.

19.2 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 5.3(a). All pages of the Bid shall be signed by the person or persons signing the Bid.

19.3 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

20. Sealing and Marking of Bids

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

Technical Bid: To be opened on _____ (date and time of Technical Bid opening as per clause 23.1.)

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 13.1.

20.2 The inner and outer envelopes containing the 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; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 23.1.

20.3 In addition to the identification required in Sub-Clause 20.2, 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 22, or is declared non-responsive pursuant to Clause 26.

21. Deadline for Submission of Bids

21.1 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.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 11, 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.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in Clause 21 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 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.

23.2 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.

23.3 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.

23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1.

23.5 Within three or four days after the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification

information and other information furnished in Part I of the bid in pursuant to clause 13.1. and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

23.6. The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.

23.7 At the time of the opening of the ‘Financial Bid’, the names of the bidders whose bids were found responsive in accordance with clause 23.5 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

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

24. Process to be Confidential

24.1 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

25. Clarification of Bids and Contacting the Employer

25.1 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.

25.2 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.

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of “Technical Bids”, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 4 and 5; (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.

- 26.2** 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.
- 26.3** 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.

27. Correction of Errors

- 27.1** 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.
- 27.2** 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 Bid Security shall be forfeited in accordance with Sub-Clause 17.6(b).

28. Evaluation and Comparison of Bids

- 28.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.
- 28.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- a) making any correction for errors pursuant to Clause 27;
- 28.3** 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 33 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.

- 28.4** 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 33 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.

29. Price Preference

- 29.1** There will be no price preference to any bidder.

F. Award of Contract

30. Award Criteria

30.1 Subject to Clause 32, 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 4, and (b) qualified in accordance with the provisions of Clause 5; 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.

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

- 31.1** Notwithstanding Clause 30, 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.

32. Notification of Award and Signing of Agreement.

- 32.1** 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").
- 32.2.** 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 33.
- 32.3.** 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.
- 32.4** 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.

33. Performance Security

- 33.1** 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 28.3 and 28.4 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).

- 33.2:** 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.

33.3 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."

34.0 Advances.

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

Annexure I

Provisions required to be Included in the Joint Venture Agreement

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

- d. Name, style (which should not be in the name of one JV partner) and Project(s) specific JV with Head Office address
- e. Extent (or Equity) of participation of each party in the JV
- f. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilisation advance) to the extent of his participation in the JV
- g. Responsibility of each Partner of JV (in. terms of Physical and Financial involvement)
- h. Working Capital arrangement of JV

- i. Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- j. Provision for cure in case of non-performance of responsibility by any party of the JV.
- k. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- l. Management Structure of JV with details
- m. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV
- n. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works
- o. The Power of Attorney shall be duly notarised (from the Country of Origin of the foreign partner for his part, or got certified from the Indian Embassy in that Country of Origin.)
- p. Any other relevant details

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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 (CEO), M.P. Rural Road Development Authority, Bhopal acting through CGM/GMs
- (1.1) **The Works is: Construction/Up gradation including five years post-construction maintenance of rural roads as listed in NIT .**
- (1.1) Identification No. of the works are: as mentioned in NIT
- (2.1) MP Rural road Project
- (4.1) Eligible Bidders are: As mentioned in clause 4&5 of ITB

(5.2) *The information required from bidders in Clause 5.2 is modified as follows:
None*

(5.2) (g) The percentage is 20%

(5.4 **B**) (a) (iii) Other certificates required with the bid are:

(5.4. **B**) (b)(i) The key equipments for road works and field testing laboratory Road Works are: None

(A) For Road Works

Number of major Plants & Equipments considering unit of approximate 25 km. Length shall be as under.

| SN | Name of the Equipment | Quantity |
|-----------|------------------------------|-----------------|
| 1 | Static Roller | 6 |
| 2 | Vibratory Roller | 2 |
| 3 | Truck/Dumper | 20 |
| 4 | Excavator/Dozer | 1 |
| 5 | Hot Mix Plant | 1 |
| 6 | Paver /finisher | 1 |
| 7 | Water Tanker | 4 |
| 8 | Sprayer Unit with compressor | |

(B) For field testing Laboratory

Each package shall consist field laboratory set up as per Appendix 10.2 of Rural Roads manual 2002 (SP 20-2002)

The bidder must produce the documentary evidence in support of his owning or having confirmed access of the above equipment (in good condition) for the project:

(5.4 **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 | For work costing | |
| Project Engineer | B.E. Civil | | | In similar position |
| Assistant Project Engineer | B.E. Civil | upto Rs.5 | more than Rs.5 crores | 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 |

(5.4 B) (b)(iii)

The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 15%

[Note: Usually the equivalent of estimated payments flow over 2 months at the average (straight line distribution) construction rate.]

(5.4 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, grandson, brother, sister, brother-in-law, father-in-law and mother-in-law.

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

In case there is no such person in his employment, his affidavit should clearly state this fact.

(5.6) M = 2

(8.1) The contact person is: General Manager of PIU concerned

(10. 2.1) Place, Time and Date for pre-bid meeting are:
Place
Time
Date **As per NIT**

(12.1) Language of the bid is: English

(13.1) Part I (v) The other documents required are:

(17.1) The amount of Earnest Money shall be-as indicated in NIT

(17.2) Fixed Deposit Receipt must be drawn:
In favour of: General Manager of concerned PIU

(17.2) Other acceptable forms of Earnest Money pledged in favour of GM(PIU) concerned are -
interest Bearing Securities of PO,
Demand Drafts of Scheduled Bank

- (17.3) Exemption from Earnest Money is granted to: None
- (21.1) The Employer's address for the purpose of Bid submission is - As indicated in NIT
- (21.1) The deadline for submission of bids shall be: As indicated in NIT
- (23.1) The date, time and place for opening of the Technical Bids are:
(A) Technical Bid – **As indicated in NIT**
(B) Financial Bid (For qualified bidder as)
As indicated in NIT
- (33.1) The amount and validity period of the performance guarantee is:

Amount: 5 (five) 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.

Signature of General Manager

Date

Section 3 Qualification Information

Notes on Form of Qualification Information

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

1. Individual Bidders

| | | |
|-----|---|---|
| 1.1 | Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid | [attach copy] _____ _____ [attach] |
| 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) | (Rs. In lakhs) 19-19 19 -19 20 -20 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 |
|-------|---|

| 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 5.2(d`) and Clause 5.4 B (a) 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 |
|-------------------|--|--|--|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| <i>[etc.]</i> | | | |

1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause . 5.2 (e) of the Instructions to Bidders and Clause 9.1 of the Conditions of Contract.

| Position | Name | Qualification | Years of experience | | |
|-----------------|-------|---------------|---------------------|----------------|-------|
| | | | Road Works | Building Works | Other |
| Engineer | _____ | | _____ | _____ | _____ |
| _____ | _____ | | _____ | _____ | _____ |
| _____ | _____ | | _____ | _____ | _____ |
| _____ | | | _____ | _____ | |
| <i>[etc.]</i> | | | | | |

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 |
|-----------------------|----------------------|----------------------------------|----------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| <i>[etc.]</i> | | | |

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(ies) | 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

The Conditions of Contract shall be read in conjunction with Part II
Special Conditions of Contract and the Contract Data.

Table of Clauses

| | |
|---|--|
| <p>A. General</p> <ol style="list-style-type: none"> 1. Definitions 2. Interpretation 3. Language and Law 4. Engineer's Decisions 5. Delegation 6. Communications 7. Subcontracting 8. Other Contractors 9. Personnel 10. Employer's and Contractor's Risks 11. Employer's Risks 12. Contractor's Risks 13. Insurance 14. Site Investigation Reports 15. Queries about the Contract Data 16. Contractor to Construct the Works & do maintenance 17. The Works to Be Completed by the Intended Completion Date 18. Approval by the Engineer 19. Safety 20. Discoveries 21. Possession of the Site 22. Access to the Site 23. Instructions 24. Dispute Redressal System 25. Arbitration <p style="text-align: center;">B. Time Control</p> <ol style="list-style-type: none"> 26. Programme 27. Extension of the Intended Completion Date 28. Delays Ordered by the Engineer 29. Management Meetings <p style="text-align: center;">C. Quality Control</p> <ol style="list-style-type: none"> 30. Identifying Defects 31. Tests | <ol style="list-style-type: none"> 32. Correction of Defects 33. Uncorrected Defects <p style="text-align: center;">D. Cost Control</p> <ol style="list-style-type: none"> 34. Bill of Quantities 35. Variations 36. Payments for Variations 37. Cash Flow Forecasts 38. Payment Certificates 39. Payments 40. Compensation Events 41. Tax 42. Currencies 43. Security Deposit 44. Liquidated Damages 45. Advance Payments 46. Securities 47. Cost of Repairs <p style="text-align: center;">E. Finishing the Contract</p> <ol style="list-style-type: none"> 48. Completion 49. Taking Over 50. Final Account 51. Operating and Maintenance Manual 52. Termination 53. Payment upon Termination 54. Property 55. Release from Performance <p style="text-align: center;">F. Other Conditions of Contract</p> <ol style="list-style-type: none"> 56. Labour 57. Compliance with Labour Regulations 58. Drawings and Photographs of the Works 59. The Apprenticeship Act, 1961 |
|---|--|

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 hand over to the Employer. Routine maintenance is defined separately.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract 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 in the Contract Data, 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 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), 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. 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 Site Investigation Reports available with the employer, 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 give roadwise possession of the Site to the Contractor after issue of notice to proceed with the work.

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 Redress System

24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to competent authority, within 45 days of a rising the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of 90 days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

25. Arbitration

25.1 Either party will have the right of appeal, against the decision of the competent authority, nominated under Clause 24, to the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham 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 the Specification, and
- b. For the correctness of the test results, whether performed in his laboratory or elsewhere.

31.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

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 specified in clause 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 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 35.2.1 and 35.2.2 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 for any defects 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 35.1.1 and clause 35.1.2 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 items 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, 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, 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 MPRRDA. 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 monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on measurements by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) The payment of final bill shall be governed by the provisions of clause 50 of GCC.

38.2 The payment to the contractor will be as follows for routine maintenance 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 as stated in the Contract Data, 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.
- (c) If the bill for a month is not received from the contractor by the 10th day of the succeeding month or/ and if the Engineer has not certified that the contractor has carried out the maintenance work for defects brought to his notice under clause 32.2.4 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.

40. Compensation Events

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

- a) The Engineer orders a delay or delays exceeding a total of 30 days.
- b) The effects on the Contractor of any of the Employer's Risks.

40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended.

The Engineer shall 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

(i) **43.1** The Engineer shall retain security deposit of 5% and "performance security two and a half percent" of the amount from each payment due to the Contractor until completion of the whole of the construction work. No security deposit/ retention shall be retained from the payments for Routine Maintenance of works. "In case, the contractor furnishes bank guarantee for the amount equal to performance security of two and a half percent retained from each payment due to contractor, the same amount shall be repaid to the contractor subject to condition that the validity of bank guarantee is as per provision of Clause 46.2 of GCC".

43.2 "On the satisfactory completion of the whole of the construction work half of the total amount retained as security deposit (2.5%) 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 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 Date 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."

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.

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.
 - 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.

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 instalments 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 TOR 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."

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 of Construction & Maintenance

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 under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify 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 Contractor's revised account. The payment 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 consider 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 thereunder, 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. Environment Protection:

Contractor shall ensure that appropriate environmental mitigation measures as listed in the Environmental Management Plan attached as appendix (attached herewith) and special condition no. 7 are employed in all activities of project construction, operation and maintenance, and in accordance with Government and ADB's Environmental policies.

Health & safety measures:

Contractor shall:

- i. disseminate information at worksites on the risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction;
- ii. follow legally mandated provisions on health, sanitation, and appropriate working campsites during the construction period;
- iii. comply with all applicable labour laws do not employ child labour for construction and maintenance activities, and provide appropriate facilities for children of labour in construction campsites;

- iv. provide equal opportunity for women for road construction activities, as well as not differentiate on wages between men and women for work of equal value.

62. Jurisdiction:

62.1 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

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

Clause Reference

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

1. The Employer is [Cl.1.1]
Designation: M.P. Rural Road Development Authority
Acting through Chief Executive Officer,
Address: 5th Floor, 2-Block, Paryavas Bhawan,
Bhopal – 462 004
Telephone No(s) Office 0755-2572207
Authorized Representative of Employer: Chief General Manager/General Manager
Facsimile (Fax No.) 0755-2573396
Electronic mail identification (e-mail id) : ceorrda@rediffmail.com
2. The Engineer is General Manager, Project Implementation Unit
or his representative (which also includes consultant
appointed by MPRRDA).
Designation:
Address: [Cl.1.1]
Telephone No(s) Office
Mobile No.
Facsimile (Fax No.)
Electronic mail identification (e-mail id)
3. The Intended Completion Date for the whole of the Works is 12 months including rainy
season. after the start date [Cl.1.1,17&27]

4. Routine Maintenance during five years after the completion date is defined as follows:

Maintenance operations during the period of 5 years shall be based on Chapter 11 of Rural Roads Manual (IRC:SP:20:2002). Its specific provisions are :-

(i) **Clause 11.2, *ibid***, explains the various types of distress/defects of pavements. For example, cracks, ravelling, rutting, pot holes etc.

(ii) **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, is modified 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 | Maintenance as and when |

| | | |
|------------|---|--|
| | clause 1911 of the Specifications | 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 in various blocks of the district indicated in NIT - [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 and maintenance of Rural roads under PMGSY (ADB) [Cl.1.1]

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

- (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.

(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 road [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. N/A [Cl. 8.1]
12. A. The Technical Personnel for construction work are: [Cl. 9.1]

(A) The Minimum Technical Personnel for average 25 km of road length/costing (Approx) Rs 5.0 crores are:

| 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 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 |

13. Amount and deductible for insurance are: [Cl. 13.1]

_____ As per actual assessed cost

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 5.4B (b) (i) | |
| | | |

16 (a) Competent authority is: [Cl. 24.1]

Section-4: GC

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]
- (d) The contractor shall submit to the Engineer for approval, within a fortnight, an updated programme whenever he fails to achieve the milestones prescribed in the approved work programme. [Cl. 26.4]

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 **each** items of work for which there shall be no change in rates shall be – **25%** [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/value of work
whichever is less 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/value of work
whichever is less rounded rounded
off to the nearest thousand.
[Cl.44.1]

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]
- (a) The period for setting up a field laboratory with the prescribed equipment is 28 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 personnel's misbehave with the departmental or consultancy staff.
- (d) If contractor is not maintaining required no. of technical personnel and machinery.
- (e) If contractor violates Forest Conservation act.
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 to 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:
- v. Pension or family pension on retirement or death as the case may be.
 - vi. Deposit linked insurance on the death in harness of the worker.
 - vii. 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

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

Sub-clause 4.1:

Clause 4.1 : Engineer's Decision

The Engineer shall obtain the specific approval of the Employer before taking any of the following actions specified in Part-I:

- (i) issuing the order to commence the works,
- (ii) approving a variation,
- (iii) approving a new item rate or revised item rate for a BOQ item,
- (iv) approving subletting of any part of the works,
- (v) approving an extension of time,
- (vi) deciding liquidated damages, and
- (vii) stopping and/or termination of the contract for works.

4.2 Clause 27 and 44 of General Conditions of Contract

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

4.3 Death or permanent invalidity of contractor

If the contractor is an individual or a proprietary concern, dies during the currency of the contract or becomes permanently incapacitated and 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.

- 4.4** 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.

4.5 **If for any reason value of work done is reduced by more than 10% in comparison to contract amount, performance security may also be reduced accordingly**

4.6 TAXES

4.6.1 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.

4.6.2 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.

4.6.3 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.

4.6.4 The tenderer or supplier shall also submit the clearance certificate as provided under Section 36 of the M.P. Vanijiyik Kar Adhinyam.

4.7 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:

$$Vr = 0.75 \times \frac{Pr}{100} \times \frac{(F1 - F0)}{Fo}$$

Vr = The amount of price adjustment in Rs.

R1 The cost of Executed work during the month.

Fo = 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.

F1 = 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:

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

Vc = 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.

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.

7 Major Environmental Mitigation Measures

7.1 Preservation of Properties/Amenities

Road-side trees, shrubs, nature plants, pole lines, fences, signs, monuments, space pipelines, sewerages and highway facilities within or adjacent to the road which are not to be disturbed, shall be protected from injury or damage. The contractors shall provide and install at their own expenses, suitable safeguards approved by the Engineer for this purpose. During clearing and grooving, the contractor shall take all adequate protections against soil erosion, water pollution, air pollution, noise pollution etc. Before start of operation, the contractor shall submit to the Engineer for approval of his work plan, including the procedure to be followed for disposal of waste materials etc. and the schedules for carrying out temporary and permanent erosion control work. All materials arising from clearing and grooving operations shall be the property of the Government and shall be disposed of by the contractor as directed by the Engineer. Boulders, stones and other materials, usable in road construction, shall be neatly stacked as directed by the Engineer. All products of clearing and grooving, which, in the opinion of the Engineer, cannot be used or auctioned, or shall be cleared away from the road side in a manner as directed by the Engineer. Care shall be taken to see that unsuitable waste materials are disposed of in such a manner that there is no likelihood of this getting mixed up with the materials made for embankment, subgrade and other road constructions.

7.2 Mitigation Measures for Borrow Pit.

Borrow pits shall not be dug in the right-off-way road. This shall not be dug continuously. Ridges of not less than 2 to 3M width should be left at internals not exceeding 300M. Small drains shall be cut through the ridges to facilitate drainage, the depth of the pit should be so located that their bottom does not cut an imaginary line having a slope of 1 vertical to 4 horizontal protected from the edge of the final section of the bank, the maximum depth in any case being limited to 1.5M. Also no pit shall be dug within the offside width from the toe of the embankment required as per the consideration of the stability etc. The contractor shall obtain representative samples from each of the identified borrow area and have this tested at the site laboratory for a testing programme approved by the Engineer. It shall be ensured that the subgrade material when compacted

to the density required shall yield the designed CBR value of the subgrade. The surface area of the borrow pit should be minimized. Stripped materials should be stored so as not to disturb natural drainage and should be protected so as to not to be eroded into surface water. Top soil should be stored in specific piles and the excess top soil should be stored in specific piles and the utilization of the excess top soil should be discussed with the local residents if required. Ponding of surface water should be prevented through adequate drainage. The site has to be restored after construction activities have ceased. Stripped materials should be spread to suitable contours to promote natural percolation, regrowth of natural vegetation and natural drainage. The site restoration work should be conducted before spreading equipment is allowed to leave the site. The site Engineer should report in writing that the necessary environmental restoration work has been adequately performed before acceptance of the work. The contractor should include the cost of all these operations, excepting which are provided in the BOQ, shall be borne without any extra payment.

7.3 Mitigation Measures for Spoil and Construction Waste Disposal.

The first priority should be to re-use the excess materials of the construction work. Discarded materials that cannot be used for construction and fill, may, if suitable, be used for bio-engineering measures. All other excess materials should be disposed of in lakes or land fields that will not promote instability and result in destruction of property, vegetation, irrigation and drinking water supply system. Extreme care should be taken to avoid disposal, whether on the land or for the area that will cause inconvenience or deprive local residents of their livelihood.

7.4 Mitigation Measures for Work Camp, Location and Operations.

The contractor shall consult Engineers before locating project offices, sheds, and construction plants. Camps should not be located near settlements or near drinking water intakes. Water and pit latrine facilities should be provided for employees and no trees should be cut for this purpose. Soil filling/surfacing/maintenance space should be cemented or sand be spread over it. To avoid contamination of soil beneath, if cemented, oil-spreader should be provided and water be made to push through it. Used oil and lubricants should be recovered and re-used or removed from the site. Explosives, oil, petrol, and grease should be managed according the Explosives Management guidelines. Solid waste should be managed according to the following preference hierarchy; i.e., redust, re-use, recycling, burial or burning. On conclusion of the project, all wreckage, rubbish or temporary works that are no longer required shall be removed and no encroachment within the road right-off way. The site should be restored to near natural or stable condition. The Engineers should report in writing that the camp has been vacated and restored to pre-project condition before acceptance of the work.

7.5 Mitigation Measures for Labour Camp location and management.

Labour camps shall not be located near settlements or near drinking water supply intakes or to negatively impact Local residents' access to drinking water. Camps shall not be located in the vicinity of land-slide and flat plains. The camps shall be operated within a self-sufficient infrastructure. No trees should be cut for fuel-wood, and removal of vegetation should be minimized. The contractor shall prohibit employees from poaching wild life and cutting trees. Workers' camp shall be provided with land latrine pits for

answering nature's call. This will help in preventing soil contamination and improving hygienic condition of workers' camp. The waste water generated by the workers' camp be passed through settling tank before sending it for treatment. Water and sanitation facilities shall be provided for employees. Solid waste shall be managed according to Preference hierarchy, i.e., recycling, burial and burning. The contractor shall recruit, to the maximum possible extent, local persons for the labour forces and should provide appropriate training where necessary. On conclusion of work, all temporary structures, including sleeping quarters, cooking and food storage structures and latrine shall be removed to prevent encroachment within the road right-off way. The Engineers should report in writing that the camp has been vacated and restored to pre-project condition.

7.6 The Mitigation Measures for Earthwork.

Exposed slopes shall be protected using conventional civil engineering structures in conjunction to the bio-engineering technique as provided in the BOQ.

7.7 Mitigation Measures for Use of Bitumen.

The Bitumen being hazardous substance as defined by Central Pollution Control Board, it shall be purchased, transported, stored, used and disposed as per established Hazardous Waste Management Rules 1989. Use of fuel, woods for heating Bitumen shall be discouraged. Where heating is required, Bitumen heaters should be used which are fueled by kerosene, diesel or gas. Bitumen should not be applied during strong winds or rainy period or, if rain is likely. No Bitumen material shall be discharged into site drains, nearby trees, vegetation, and private property shall be protected from Bitumen spraying work. Bitumen/Bitumen emulsion drums shall be stored in designated locations and not scattered along the road.

7.8 Mitigation Measures for Air and Noise Pollution.

All heavy equipments and machinery shall be fitted with Air Pollution Control and Noise Dampening devices that are operating correctly stockpiled sands and soil shall be slightly wetted before loading, particularly, in windy condition, vehicles transporting sand and soil shall be covered with a tarpaulin. Stockpiled sand should be sprinkled regularly with water and dust suppression measures be taken to contain air pollution. All heavy equipments shall strictly follow the noise regulation.

7.9 Bill of Quantity.

The contractors are requested to absorb the mitigation implementation cost into their rates quoted in the Bill of Quantity except where separate provisions are made in the BOQ. The contractors are also requested to include the cost of work camp and labour camp operations and, finally, area restoration within labour rates.

7.10 Environmental checklist (Appendix 1) and Standard Environmental Management plan for the Rural Road (Appendix 2) will form part of the Bidding Document which shall be submitted duly signed and stamped by the Bidder.

8. Technical Support Consultant (TSC)

Technical Support Consultant will supervise, monitor and report on actions taken to comply with the environmental safeguards, social safeguards, and traffic safety requirements. The contractor shall cooperate with the TSC".

9. Project Implementation Consultant (PIC)

Monitoring of works and actions related to environmental safeguards, social safeguards, and traffic safety will be conducted by the Project Implementation Consultant. The contractor shall cooperate with the PIC".

Section 5
Specifications

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

Section 5 (Cont.)

Drawings

List of Drawings :

1. Key Map
2. Road Alignment including
cross sections
3. Pavement Drawings
4. Surface and sub surface drains
with full details
5. Culverts and minor Bridges
6. Drawings for any other Road structure.

Section 6
Form of Bid

| |
|--|
| <p>Notes on Form of Bid The Bidder shall fill in and submit this Bid form with the Bid.</p> |
|--|

_____ [Date]

To *[name of Employer]* _____

Address *[insert address]*

Description of the Works _____

Identification Number of the Works _____

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 (attached)

and Addenda for item Rate Contract – Rs. _____(in figures)
Rupees. _____(in words)
(Item wise rates given in the bill of quantity attached)

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 Bidding Data 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 for Rs.
.....)on behalf of M.P. Rural Road Development Authority as per rates given by the bidder in the bill of quantity.

**Chief General Manager
for & on behalf of M.P. Rural Road Development Authority**

Section 7

Bill of Quantities

A. 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 at the rates and prices tendered in the Bill of Quantities
- 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. Contractors are not to quote the rates for maintenance. If rates are quoted by the contractor the same will be of no consequence and payment shall be made at the rates given in the BOQ for maintenance.
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, social and environmental safeguard measures, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. Arithmetic errors will be corrected by the Employer pursuant to Clause 27 of the Instructions to Bidders.

Bill of Quantities
B. Work Items

Schedule of work items attached

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 |

D. Daywork Schedule**-Deleted**

Bill of Quantities

Grand Summary

Package No.:

| <i>General Summary</i> | |
|------------------------|---------------------|
| (a) | Roadworks |
| (b) | Drainage Structures |
| (c) | Maintenance |
| | Total Bid |

Signature _____

Notes:-

1. Unit rates and prices shall be quoted by the bidder in Indian rupees (ITB Clause 14.1)
2. Where there is a discrepancy between the rate in figures and words: the rates in words will govern (ITB Clause 26.1(a))

Section 8
Letter of Acceptance and Other Forms

Standard Forms

(a) Letter of Acceptance

| |
|---|
| Notes on Standard Form of Letter of Acceptance |
| The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained. |
| <i>[Letterhead paper of the Employer]</i> |

[Date]

To:

_____ *[Name of the Contractor]*

_____ *[Address of the Contractor]*

This is to notify you that the Employer, namely, _____ has

accepted your item rate Bid dated _____ for execution

of the _____ *[name of the Contract and identification number, as given in the Contract Data] and routine maintenance of the works for five years for the Contract Price of Rupees*

_____ *[amount in figures and words]* as corrected and modified* in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 28.3 and clause 28.4,) *[where applicable]* in the form detailed in Cl. 33 of ITB for an amount of Rs. _____ within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, “if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the contractor would get this Bank Guarantee extended in such a way that an amount equal to requisite performance security is always available with employer until 45 days after the lapse of Defect Liability Period.” failing which action as stated in Cl. 33.3 of ITB will be taken.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

* Delete “corrected and” or “and modified” if only one of these action applies. Delete “as corrected and modified in accordance with the Instruction to Bidders” if corrections or modifications have not been effected.

(b) Issue of Notice to proceed with the work
(Letterhead of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Sub : Construction & Maintenance of Roads-Package No. MP –

Ref. : Agreement No. _____.

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 33.1 and signing of the contract for the construction of _____, 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)

(c) 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 _____

[name and address of Employer]
(hereinafter called “the Employer”) of the one part, and

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

Whereas the Employer is desirous that the Contractor execute

_____ [name and identification

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

(d) Form of unconditional Bank guarantee from Contractors 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 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 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.

(e) Form of unconditional Bank guarantee from Contractors for Advance Payment For Security

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/Mobilisation Advance *, 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 starting that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Contractor(s) of any of the terms or conditions Contained in the said agreement or by reason of the Contactor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

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

4. We.....Bank Limited further agree with the Authority that the Authority shall have the fullest liberty, without our consent and without effecting in any manner obligations here under, 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.

*delete whichever is not applicable

Dated this _____ day of _____ 20_____ at _____ WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Dated _____
(Strike out which ever is not applicable)

Attorney as per Power of
Attorney No. _____

(Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Scheduled Commercial Bank.)

APPENDIXES

ENVIRONMENTAL CHECKLIST

Below is the Environmental Checklist for rural roads, which will be served as IEE. Read questions carefully before answering in the space provided. This Checklist will form part of the bidding document which shall be filled up and submitted duly signed and stamped by the Bidder.

Road Name: _____
 Block Name: _____
 District Name: _____
 Total Length of the Road: _____ km
 Package No. _____

A. Climatic Conditions

| | |
|--------------|-----------------------------------|
| Temperature | High: _____ Low: _____ |
| Humidity | High: _____ Low: _____ |
| Rainfall | _____ mm/year |
| Rainy Season | _____ to _____ (month) (month) |

B. Location of the Road

| Type of ecosystem | Yes | No | Explanation |
|---|-----|----|--|
| Coastal area | | | Distance from coastline: _____ km |
| Mangrove <i>(along roadside)</i> | | | (____) more than 50% (____) less than 20% |
| Hilly/ Mountainous area <i>(Explain the topography of the area and how many km of the road are located in the hilly area)</i> | | | Altitude: _____ m |

contd.

| Type of | Yes | No | Explanation |
|---------|-----|----|-------------|
|---------|-----|----|-------------|

| ecosystem | | | |
|--|--|--|--|
| Forest area <i>(Explain whether the road passes through forest areas or located along the forest areas. What is length of the road that passes through or located along the forest areas and distance from road shoulder to the forest area)?</i> | | | Density/Vegetation Coverage: _____ Type of Vegetation: _____ Legal Status of the Forest Area: _____ <i>(Reserved, National park, Sanctuaries, Unclassified, etc.)</i> |
| Lake/Swamp <i>(Explain the distance of the road shoulder from the edge of the lake)</i> | | | Size of the lake: _____ Status of the lake: _____ <i>(Protected or Unprotected)</i> |
| Inhabited area | | | |
| Agricultural land | | | |
| Barren land | | | |
| Flat area | | | |

C. Description of the Road Environment

| Parameter/Component | Yes | No | Explanation |
|---|-----|----|---|
| Is the area along the project road prone to landslide problems? | | | |
| Is the area along the project road prone to flooding problems? | | | |
| Along the road and within 500 m of the road shoulder, is there any area with natural habitat? | | | (<input type="checkbox"/>) No Secondary Information Available and Local Community is not aware of this matter |
| | | | |
| Along the road and within 500 m of the road shoulder, is there any species of flora and fauna that is classified as endangered species? | | | (<input type="checkbox"/>) No Secondary Information Available and Local Community is not aware of this matter |
| | | | |
| Along the road and within 500 m of the road shoulder, is there any faunal breeding ground? | | | (<input type="checkbox"/>) No Secondary Information Available and Local Community is not aware of this matter |
| | | | |
| Along the road and within 500 m of the road shoulder, is there any bird migration area? | | | (<input type="checkbox"/>) No Secondary Information Available and Local Community is not aware of this matter |
| | | | |

D. Impacts and Proposed Mitigation Measures (*Describe concisely the potential impacts and indicate the proposed mitigation measures by referring to the number of the Environmental Management Standard ECOP in the main text.*)

| Potential Environmental Impacts <i>Will the Project cause...</i> | Yes | No | MITIGATION MEASURES |
|--|-----|----|---------------------|
| Encroachment on historical/cultural areas? | | | |
| Disfiguration of landscape by road embankments, cuts, fills, and quarries? | | | |
| Encroachment on precious ecology (e.g. sensitive or protected areas)? | | | |
| Alteration of surface water hydrology of waterways crossed by roads, resulting in increased sediment in streams affected by increased soil erosion at construction site? | | | |
| Deterioration of surface water due to sanitary wastes from worker-based camps and chemicals used in construction? | | | |

Contd.

| Potential Environmental Impacts <i>Will the Project cause...</i> | Yes | No | MITIGATION MEASURES |
|--|-----|----|---------------------|
| | | | |

| | | | |
|--|--|--|--|
| Inconvenient environmental condition due to poor sanitation and solid waste disposal in construction camps and work sites? | | | |
| Inconvenient environmental condition due possible transmission of communicable diseases from workers to local populations? | | | |
| Deterioration of surface water quality due to silt runoff? | | | |
| Increased local air pollution due to rock crushing, cutting and filling works, and chemicals from asphalt processing? | | | |
| Noise and vibration due to blasting and other civil works? | | | |
| Inconvenience due to land slide or erosion? | | | |

Contd.

| <u>Potential Environmental Impacts</u> | Yes | No | MITIGATION MEASURES |
|---|------------|-----------|----------------------------|
| <u>Will the Project cause...</u> | | | |
| | | | |

| | | | |
|---|--|--|--|
| Dislocation or involuntary resettlement of people? | | | |
| Other social concerns relating to inconveniences in living conditions in the project areas that may trigger cases of upper respiratory problems and stress? | | | |
| Creation of temporary breeding habitats for mosquito vectors of disease? | | | |
| Accident risks associated with increased vehicular traffic leading to loss of life? | | | |
| Inconvenience due to transportation of construction materials? | | | |

E. Public Consultation

| Consultation Activities | Yes | No | Remarks |
|--|------------|-----------|----------------|
| Consultation with local community was conducted before finalizing the alignment? | | | |

| | | | |
|--|--|--|--|
| <i>(Provide the issues raised by the community)</i> | | | |
| Any suggestion received in finalizing the alignment? | | | |
| If suggestions received, do they get incorporated into design? | | | |

Name and signature: _____
 Position: _____ Date: _____

Note from the reviewer, if any:

F. Permit/Clearance Required Prior to Commencing Civil Work

| Type of permit/clearance | Yes | No | Remarks <i>(recommended time to apply for the permit/clearance)</i> |
|---|-----|----|--|
| SPCB–Non objection Certificate | | | |
| Forest Department | | | |
| MOEF | | | |
| For water extraction | | | |
| For Quarry | | | |
| For Disposing Spoil Materials | | | |
| Others <i>(Describe in the remarks column)</i> | | | |

Submitted by:
 Signature of the Bidder: _____
 Name of Bidder _____

 Date : _____

Reviewed by:
(Staff from IA/PIU)

STANDARD ENVIRONMENTAL MANAGEMENT PLAN FOR RURAL ROAD *

| Project Activities | Mitigation Measures | Location | Time Frame | Cost | Responsible for Implementation | Responsible for Monitoring |
|---------------------------|----------------------------|-----------------|-------------------|-------------|---------------------------------------|-----------------------------------|
|---------------------------|----------------------------|-----------------|-------------------|-------------|---------------------------------------|-----------------------------------|

| Project Activities | Mitigation Measures | Location | Time Frame | Cost | Responsible for Implementation | Responsible for Monitoring |
|----------------------------------|---|--|--|----------------------|--------------------------------|----------------------------|
| A. Pre Construction Phase | | | | | | |
| Finalization of alignment | <ul style="list-style-type: none"> Consult with local people to finalize the alignment especially to avoid landslide area, to decide location for culverts and other drainage structures. Avoid excessive cut and fill and road should be aligned to follow natural topography. In case of hilly/mountainous area, alignment selection should follow provisions of IRC: SP-48: 1998, "Hill Road Manual" and should refer to geological survey data to identify landslide prone area, and settlement/loose rock areas. In flood prone region/areas, refer to hydrological data to finalize provision for culvert drainage structures especially for alignment that intersects/crosses ground and surface water flow. Avoid the requirement of forestland for road construction. In case unavoidable, minimise it to extent possible by exploring alternative options. In case, requirement of forestland is unavoidable, determine the legal status of forestland and initiate actions to seek permits for diversion of forestland for non forest uses (road construction). Forest clearance is to be obtained in accordance with the provisions of State Forest Act and Ministry of Environment & Forests, Government of India and all conditions related with the clearance has to be implemented. In case alignment has trees, which are known to be nesting/breeding places for migratory birds, contact the wildlife division of Department of Forest for seeking permits and details about non-breeding seasons. In any case, no tree shall be cut in such stretches and construction works are to be strictly scheduled for non-breeding/nesting season and all permit conditions are to be complied. In case roads are near coastal areas/stretches, ensure adherence to all provisions of Coastal Regulation Act, notified by Ministry of Environment and Forests, Government of India. Avoid or minimize tree felling, acquisition of agricultural land, shifting of shrines/temples, disturbance to community ponds, community resources, burial grounds, etc. to the extent possible through evolving alternate alignment options. | All through the alignment of proposed rural road | Prior to commencing any construction works | Part of Project Cost | PIU | TSC |

*This is a Standard Environmental Management Plan for the construction of rural roads projects under the Rural Roads Sector II Investment Program. This standard EMP and the Environmental Checklist will be included among contract documents. The contractor must be aware of his responsibilities indicated in this EMP and must ensure that the necessary budget for applicable and appropriate mitigating measures is incorporated in the contractor's cost. The contractor should show also the indicative costs, if possible.

| | | | | | | |
|------------------|---|--|------------------------|--|----------------------|-----|
| Land acquisition | <ul style="list-style-type: none"> Land acquisition, compensation packages, resettlement and rehabilitation, poverty alleviation programs for affected people and all other related issues are addressed in Social Impacts and Resettlement & Rehabilitation report. | All through the alignment of proposed rural road (as applicable) | Pre construction Phase | Encumbrance-free land to be made available by the State Government | State Government/PIU | TSC |
|------------------|---|--|------------------------|--|----------------------|-----|

| B. Construction Phase | | | | | | |
|--|--|---|---|---|--|--|
| Land clearing operations | <ul style="list-style-type: none"> The road land width requiring clearing shall be clearly demarcated on ground. During land clearing operations, topsoil shall be collected, preserved, and reused as a base for turfing of embankment slopes or development of barren areas along roadside. Trees falling within roadway width and other vegetative cover are to be removed. Small temples, shrines if any is within the road land width, the same may be shifted to adjacent areas in consultation with local community leaders. During clearing operations, any treasure trove, slabs with epigraphical evidence or edicts, sculptural or any material found and appear to have historical importance, it should be brought to the notice of Department of Archaeology, and instructions of this Department, if any, must be followed. All public utilities like power transmission cables, telephone cables, water/sewerage lines, drains, tube wells etc falling within road land width shall be inventoried, and arrange for relocation /shifting to adjacent areas in consultation with the respective agencies/authorities. Establish and maintain interaction with local community to ensure that no social resentment sets in due to operations. | All through the Rural roads excepting in stretches of habitations | Pre Construction Phase | Encumbrance-free land to be made available by the State Government to the contractor Relocation of utilities are to be undertaken by respective departments and costs are to be reimbursed | All facilities are to be planned and implemented by PIU and/or contractor as per the conditions of civil works contracts | Contractor's responsibility by PIU and PIU responsibility by TSC |
| Establishment of temporary office and storage area | <ul style="list-style-type: none"> The temporary office and storage area for construction works shall be located away from human settlement areas (minimum 500 m) and forest areas (minimum 1 km). The office and storage areas shall preferably be located on barren/waste lands and conversion of agricultural/cultivable lands for office and storage areas shall not be allowed under any circumstances. All fuel oil/lubricants loading, unloading and storage areas shall be paved (impermeable), and have separate storm water collection system with facility for separation of oil/lubricants prior to discharge. The temporary office and storage area shall be provided with adequate water supply, sanitation, septic tank/soak pit of adequate capacity so that it functions properly for the entire duration of its use. After completion of construction works, the site shall be restored to its previous state by undertaking clean up operations. | As determined by contractor under approval of PIU | Pre construction and Construction Phase | To be included in contractor's cost | All facilities are to be planned and implemented by contractor under approval by PIU / PIC | PIU |

| | | | | | | |
|---|--|---|---|-------------------------------------|--|-----|
| Construction Camp Sites | <ul style="list-style-type: none"> The construction campsites shall be located away from any local human settlement areas and preferably located on lands, which are barren/waste lands. The camps shall be located, at a minimum, 5 km from forest areas to deter trespassing of construction labour. The campsites shall be provided with adequate water supply, sanitation and all requisite infrastructure facilities. This would minimize dependence on outside resources, presently being used by local populace and minimize undesirable social friction thereof. The camps shall have septic tank/soak pit of adequate capacity so that it can function properly for the entire duration of its use. Construction camps shall be provided with kerosene/LPG to avoid dependence on firewood for cooking to the extent possible. After completion of construction works, location of campsites shall be restored to its previous state by undertaking clean up operations. | As determined by contractor under approval of PIU | Pre construction and Construction Phase | To be included in contractor's cost | All facilities are to be planned and implemented by contractor under approval by PIU / PIC | PIU |
| Mobilization of construction materials - Stone aggregates, earth and construction water | <ul style="list-style-type: none"> Stone aggregates shall be sourced only from licensed existing quarries. A list of such existing quarries is available from responsible department/ authority for mining related works in each state. In case new quarries are to be opened, quarry license/permits are to be obtained from this department/authority. <ul style="list-style-type: none"> In case, only stone crushing plants are to be installed near work sites, required permits are to be obtained and all conditions of permits are to be complied. Ensure stone quarries and crushing units have pollution control system; occupational safety procedures/practices in place and regular inspection shall be carried to ensure compliance. This shall be a pre-condition for sourcing of materials from quarries/crushing plants. <ul style="list-style-type: none"> Earth borrow areas identified during DPR stage shall be revisited to assess its environmental sensitivity and ensure it is not an ecologically sensitive areas. Permits are to be obtained from authorities and all permit conditions are complied. The borrow areas are to be demarcated with signboards and operational areas are to be access controlled. Topsoil from borrow areas (first 30cm) are to be preserved and used for redevelopment of borrow areas as per IRC provisions or as a base for turfing along embankment slopes. The borrow areas as an option may be converted into ponds wherever possible, which can be used for storage of rainwater, a practice prevalent in West Bengal. Conversion of agricultural lands for borrowing earth is to be discouraged to the use possible unless warranted by local conditions. In such cases, written consent shall be obtained from the landowners. | As determined by contractor under approval of PIU | Pre construction and Construction Phase | To be included in contractor's cost | All facilities are to be planned and implemented by contractor under approval by PIU / PIC | PIU |

| | | | | | | |
|--|---|---|---|-------------------------------------|---|-----|
| Mobilization of construction materials - Stone aggregates, earth and construction water (<i>contd.....</i>) | <ul style="list-style-type: none"> • Fly ash shall be used in all road construction works, which are within the 100 km from thermal power stations. The Rural Roads manual specifies design and construction procedures for construction of fly ash embankments. • Water for construction works shall NOT be drawn from sources, which serve routine needs of local people. • In case water is sourced from existing private tube wells, well owner shall be informed about the quantity and duration for which water draws will be carried out and possible implications. Written consent for use of groundwater shall be obtained. • In case new tube wells are to be constructed, required permits are to be obtained from the Ground Water Department and permit conditions, if any are to be complied. • In any case, care shall be taken not to source all requirements from one single source and no two sources (in case of tube wells) shall be less than 500 m from each other. | | | | | |
| Transportation of construction materials | <ul style="list-style-type: none"> • Existing tracks/roads are to be used for hauling of materials to extent possible. • The alignment of haul roads (in case of new ones) shall be finalized to avoid agricultural lands to the extent possible. In unavoidable circumstances, suitable compensation shall be paid to people, whose land will be temporarily acquired for the duration of operations. The compensation shall cover for loss of income for the duration of acquisition and land restoration. • Prior to alignment of new haul roads, topsoil shall be preserved or at least shall be used for any other useful purposes like using in turfing of embankment rather than allowing its loss by construction activities. • Dust suppression along transportation links is to be ensured by deploying water tankers with sprinkling system are to be deployed along haul roads. • The vehicles deployed for material transportation shall be spillage proof to avoid or minimize the spillage of the material during transportation. Transportation links are to be inspected daily to clear accidental spillage, if any. • Precaution shall be taken to avoid inconvenience to the local community due to movement of materials. | As determined by contractor under approval of PIU | Pre construction and Construction Phase | To be included in contractor's cost | All facilities are to be planned and implemented by contractor under approval by PIU /PIC | PIU |
| Diversion of traffic | <ul style="list-style-type: none"> • Frame appropriate traffic diversion schemes (in specific stretches as per progress of construction work) and implemented to avoid inconvenience due to construction works to present road users. • The traffic diversion signs should be bold and clearly visible particularly at night. • Diversion schemes are required to ensure smooth traffic flow, minimize accidents to road users during construction works. | All through the alignment of proposed rural road | Construction Phase | To be included in contractor's cost | Diversion schemes shall be prepared by Contractor and approved by PIU/PIC | PIU |

| | | | | | | |
|---|--|---|--------------------|-------------------------------------|--|-----|
| Cut and fill | <ul style="list-style-type: none"> Finalisation of alignment plan and profile shall consider options to minimise excessive cuts or fills. The design shall as per the relevant IRC provisions, Rural Road manual. The cut and fill quantities required for profile correction shall be balanced to the extent possible, to avoid dependence on earth from borrow areas. In both cases of cut and fill, top soil shall be preserved and reused for turfing of embankment slopes or redevelopment of borrow areas or any other areas in the vicinity of roads. Under no circumstances, topsoil shall be allowed to be used as a fill material in road construction activities. | All through the alignment of proposed rural road | Construction Phase | To be included in contractor's cost | The alignment plan and profile is to be reviewed by contractor, and approvals are to be obtained from PIU/PIC, if any revisions are to be effected | PIU |
| Preparation of embankment and road base | <ul style="list-style-type: none"> The road construction works will raise, extend and enlarge existing roadway/tracks all along the alignment. Therefore, mitigation measures to contain erosion and drainage problems are essential. The engineering measures for countering soil erosion, slope protection, drainage wherever required shall be considered and implemented as per relevant IRC provisions. Measures like selection of less erodable material for embankment construction, compaction, adequate embankment slopes and turfing shall be considered as per IRC provisions and Technical Specifications for construction of Rural Roads. | All through the alignment of proposed rural road (in stretches wherever applicable) | Construction Phase | To be included in contractor's cost | The alignment plan and profile is to be reviewed by contractor, and approvals are to be obtained from PIU/PIC, if any revisions are to be effected | PIU |
| Cross Drainage Structures | <ul style="list-style-type: none"> The road construction will also require construction of several cross drainage structures, across streams/ rivers flowing across the road. Refer to hydrological studies to ensure that construction of drainage structures is not likely to alter drainage pattern, and discharge capacities of drainage structures are designed to facilitate smooth passage of water and heading up or flooding is avoided even in flood season. Schedule the construction works to dry season so that impacts on water quality of stream/river is minimise or avoided. Precaution shall be exercised to prevent oil/lubricant/ hydrocarbon contamination of channel bed during construction works. Spillage, if any, shall be immediately cleared with utmost caution to leave no traces. Ensure all construction wastes are removed from work site and stream /river beds are to be cleaned up (at least 50 m on both upstream and downstream sides of water courses) after completion of construction but prior to onset of monsoon. | At all locations of CD structures along the rural roads | Construction Phase | To be included in contractor's cost | The planning, and construction/ upgradation of existing/new cross drainage structures roads are responsibilities of contractor under approval by PIC/PIU Environmental officer and other team members of PIC will monitor and ensure appropriate implementation | PIU |

| | | | | | | |
|--------------------------------------|--|---|--------------------|-------------------------------------|---|-----|
| Tree Planting | <ul style="list-style-type: none"> • Tree planting operations shall be commenced immediately after completion of embankment compaction. • Tree plantation along the road shall be undertaken as per permit conditions issued by the Department of Forests, prior to tree felling. • The species shall be suitable for local climate and available. The concerned District Forest Officer can be consulted for selection of species and technical guidance, if required. • Proper care shall be taken to increase survival rate of saplings like regular watering, pruning, provision of tree guards, manure for better nourishment, etc. including timely replacement of perished saplings. | All through the alignment of proposed rural road (in stretches wherever applicable) | Construction Phase | To be included in contractor's cost | The tree plantation work can be entrusted to forest department under the supervision of PIU/PIC | PIU |
| Hot Mix Plants and Laying of bitumen | <ul style="list-style-type: none"> • Hot mix plants shall be at least 500 m away from human settlements and preferably located on leeward side of most dominant wind direction. • Consent/permits to establish and operate are to be obtained from State Pollution Control Board and all permit conditions are to be implemented/complied. <ul style="list-style-type: none"> • The hot mix plants shall be set up on barren/waste lands and conversion of agricultural/cultivable lands for this purpose shall not be allowed under any circumstances. • All operational areas like storage, handling, loading, unloading areas shall be paved, and have separate storm water collection system with facility for separation of oil/lubricants prior to discharge. • The storm water from storage area shall not be directly discharged into any, near by water courses/drains. • The hot mix plants shall be provided with adequate water supply, sanitation, septic tank/soak pit of adequate capacity so that it functions properly for the entire duration of its use. • After completion of construction works, the site shall be restored to its previous state by undertaking clean up operations. • Hot mix plants shall have required measures for control of dust, air, and noise pollution as per regulatory limits of State Pollution Control Board measures. • Appropriate traffic diversion schemes shall be implemented during bitumen paving is under progress and all works shall be planned and swiftly completed to avoid inconvenience to road users. | As determined by contractor under approval of PIU | Construction Phase | To be included in contractor's cost | All facilities are to be planned and implemented by contractor under approval by PIU and PIC | PIU |

| | | | | | | |
|---|--|-----------------------------|----------------------------------|-------------------------------------|--|-----|
| Equipment/ vehicles deployed for Construction works | <ul style="list-style-type: none"> All diesel run equipment/vehicles/ deployed for construction activities shall be regularly maintained for smooth operation, a measure contributing to air quality and noise. Vehicles/equipment shall be periodically subjected for emission tests and shall have valid POLLUTION UNDER CONTROL certificates. Revalidation of certificates shall be done once in 3 months. All vehicles deployed for material movement shall be spill proof to the extent possible. In any case, all material movement routes shall be inspected daily twice to clear off any accidental spills. | As determined by contractor | Construction Phase | To be included in contractor's cost | All facilities are to planned and implemented by contractor under approval by PIC/ PIC | PIU |
| Occupational Safety and Health Hazards at Work and camp sites | <ul style="list-style-type: none"> All personnel at work sites shall be provided with protective gears like helmets, boots, etc. so that injuries to personnel are avoided or minimized. Children (less than 18 years) and pregnant women shall not be allowed to work under any circumstances. No personnel shall be allowed to work at site for more than 10 hours per day (8-hour makes one work shift). Workforce, likely to be exposed to noise levels beyond regulatory stipulated limits, shall be provided with protective gears like hear plugs etc and regularly rotated. Dust suppression measures like sprinkling of water shall be ensured at all operations areas. <ul style="list-style-type: none"> The construction camps shall have health care facilities for adults, pregnant women and children. All construction personnel shall be subjected to routine vaccinations and other preventive/healthcare measures. The work and campsites shall have suitable facilities for handling any emergency situation like fire, explosion, etc. All areas intended for storage of hazardous materials shall be quarantined and provided with adequate facilities to combat emergency situations. All required permits for storage of inflammable/hazardous materials are to be obtained. The personnel in charge of such areas shall be properly trained, licensed and with sufficient experience. The operational areas shall be access controlled and entry shall be allowed only under authorization. The construction camps shall have in-house community/common entertainment facilities. Dependence of local entertainment outlets by construction camps should be discouraged/prohibited to the extent possible. | As determined by contractor | Construction Phase | To be included in contractor's cost | All facilities are to planned and implemented by contractor under approval by PIU/ PIC | PIU |
| Clean up of construction work Sites and Disposal of waste | <ul style="list-style-type: none"> All operational areas under road construction works like work sites, office/storage area, work force camps, and borrow areas, shall be cleaned up and restored to its previous state soon after operations are complete. All construction waste shall be disposed in approved areas. Local district authorities shall be consulted to determine disposal site and implement any conditions imposed while issuing permits. | Along all the alignment | Prior claiming the final payment | To be included in contractor's cost | Contractor with the approve plan from PIC/PIC | PIU |