

M.P. Rural Road Development Authority
(An Agency of Government of M.P., Rural Development Department)
IInd Floor, B-Wing, Vindhyachal Bhawan, Bhopal – 462 004

Tender Document
for
Flood Damage Repair
of
PMGSY Roads

Issued by

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

September-2013

M.P. RURAL ROAD DEVELOPMENT AUTHORITY
(An Agency of Government of M.P., Rural Development Department),
IInd Floor, B-Wing, Vindhyachal Bhawan, Bhopal – 462 004

Tender Form

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

Class of Work : Repair of Flood damaged roads

Package Number :

District :

Probable amount of Contract : Rs.

Cost of Tender Form : Rs.

Paid vide MR No. Dated

Time allowed for Completion :

Date of issue of Tender Form :

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

Flood damage repair of PMGSY Road

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SECTION 1
LIST OF IMPORTANT DATES
PRESS NOTICE
NOTICE INVITING TENDERS

Section-I
Press Notice

Please See NIT dated

Section 1

Madhya Pradesh Rural Road Development Authority **Notice Inviting Tenders**

Please See NIT dated

Section 2: Instructions to Bidders

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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

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

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract.

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 MPRRDA has decided to undertake the repairs of rural roads damaged due to heavy rains through funds received from State Government.

2.2 The Government of Madhya Pradesh has decided to provide funds for the repairs of roads damaged due to heavy rains through the State. .

3. Eligible Bidders

3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB and NIT.

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

3.3. Instructions for submission of online bids;

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

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

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

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

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

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

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

- The digital certificate issued to the Authorised User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.
- In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.
- In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.
- Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organisation for online tenders as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorised User.

4. Qualification of the Bidder

4.1 Bidder should be registered under appropriate class with MPPWD or with other state/central government departments/under takings/ bodies and authorities.

4.2 All bidders should submit proof of their valid registration in appropriate class as stated in para 4.1 with EMD, cost of bid document and affidavit. In addition following documents should also be submitted;

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.

4.3 Bids from joint venture are not allowed.

4.4 A Deleted

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

1 Notice Inviting Tender

2. Instructions to Bidders

3 Qualification Information

4 Conditions of Contract

(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)

5 Specifications

6 Drawings

7 Bill of Quantities

8 Form of Bid

9 Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.

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

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

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

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

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

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

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda. Such addendum will be posted on the website and will not be published in news paper.

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

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

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

- I. For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents placed in a separate cover, marked “cost of bidding document downloaded from the internet”;
- II. Earnest Money in a separate cover marked ‘Earnest Money’;
- III. Authorized address and contact details of the Bidder having the following information;
Address of communication :
Telephone No.(s) : Office :
Mobile No. :
Facsimile (FAX) No. :
Electronic Mail Identification (E-mail ID) :

- IV. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- V. Undertaking that the bid shall remain valid for the period specified in clause 15.1 OF ITB.
- VI any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VII. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

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

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

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

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

Section	Particulars
1	Notice inviting Tender
2	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

13. Bid Prices

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

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

Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

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

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

14. Currencies of Bid

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

15. Bid Validity

15.1 Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

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

16.2 The Earnest Money shall, be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.

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

16.4 The Earnest Money of unsuccessful bidders will be returned within 28 days after the expiry of the Bid validity period specified in Clause 15.1 of ITB.

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

16.6 The Earnest Money may be forfeited:

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

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

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

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

D. Submission of Bids

19. Sealing and Marking of Bids

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

EMD

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

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

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

- 19.2 a)** The inner and outer envelopes containing the EMD, Technical and Financial Bids shall be addressed to the Employer at the address provided in the Appendix to ITB;
- a) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and
 - b) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1 of ITB.

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

20. Deadline for Submission of Bids

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

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

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

E. Bid Opening and Evaluation

22. Bid Opening

22.1 The Employer will open the bids received (except those received late) in the presence of the bidders/bidders’ representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The envelope containing the technical bid shall be opened. The inner envelope marked “cost of bidding document downloaded from the internet” will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected. In case of tender document downloaded from the Internet, contractor will have to sign on the authentic copy of tender document which will be attached by General Manager at the time of execution of agreement and also on the tender document submitted by the bidder. In case of any difference in the conditions of the two documents conditions given in the authentic copy of the document will prevail.

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

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

22.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and a list of the responsive bids whose financial bids are eligible for consideration will be prepared.

22.6. The employer shall inform ,by telegram or facsimile, the bidder whose technical bids are found responsive ,date ,time and place of opening as stated in the appendix to ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day. The bidder so informed or their representative, may attend the meeting of opening of financial bids.

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

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

23. Process to be Confidential

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

24. Clarification of Bids and Contacting the Employer

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

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

25. Examination of Bids and Determination of Responsiveness

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

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

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

26. Correction of Errors

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

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

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

27. Evaluation and Comparison of Bids

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

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

27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

27.4 - Deleted -

28. Price Preference

28.1 There will be no price preference to any bidder.

F. Award of Contract

29. Award Criteria

29.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

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

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

30.1 Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

31. Notification of Award and Signing of Agreement.

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

31.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

31.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

32. Performance Security

32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of 45 days after the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.

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

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

33. Deleted

Deleted

34. Corrupt or Fraudulent Practices

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

condition) for the project.

(4.4 B) (b) (ii) The Number of Technical personnel, Qualifications and Experience will be as follows:

A. The Technical Personnel required:

One – Diploma Engineer for works upto Rs.10 lacks
One- Degree Engineer for works more than Rs.10 lacks

(4.4) (b) (iii) Deleted

(4.4 B) (c) (i) Deleted

(4.4 B) (c) (ii) Deleted

(4.6) Deleted

(7.1) The contact person is:

Designation: General Manager, Project Implementation Unit of the district concerned as indicated in NIT

Address:

Telephone No.

(9. 2.1) Place, Time and Date for pre-bid meeting are:

Place As given in NIT

Time

Date

(11.1) Language of the bid is: English

(12.1) Part I (vi) The other documents required are:

(13.2.) Bids may be submitted only in :
Percentage Rate Method

(13.2) **The Schedule of Rate applicable – Item Rate Tender**

(16.1) The amount of Earnest Money shall be Rs. as indicated in NIT.

(16.2) Fixed Deposit Receipt must be drawn:
In favour of: General Manager of Project Implementation Unit concerned.

(16.2) Other acceptable forms of Earnest Money pledged in favour of General Manager, Project Implementation Unit concerned are
i. Interest bearing securities of post office.
ii. Demand draft of scheduled commercial bank.

(16.3) Exemption from Earnest Money is granted to: None.
19.2 a) As per NIT

(20.1) The Employer's address for the purpose of Bid submission is - As indicated in NIT.

(20.1) The deadline for submission of bids shall be:
Time _____ As indicated in NIT.
Date _____ As indicated in NIT.

(22.1) & (22.6)

The date, time and place for opening of the Technical Bids are:

(A) Technical Bid

Date

Time - As indicated in NIT.

Place

(B) Financial Bid (For qualified bidder as)

Date

Time - As indicated in NIT.

Place

(32.1)

The amount and validity period of the performance guarantee is:

Amount: 5 percent of the contract price.

Validity Period:

(i) Performance security shall be valid until a date 45 days after the expiry of 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 intended completion date.

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

Section 3 - Deleted

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

BANK CERTIFICATE

Deleted

Section 4 Conditions of Contract

Part – I General Conditions of Contract

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

Notes on Conditions of Contract

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

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

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

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Section 4

Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

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

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

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

The Contractor is a person or corporate body whose Bid to carry out the Works 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 Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, .. 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 as specified in the Contract Data.

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

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

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

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

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

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

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

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

2. Interpretation

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

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

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and
- (11) Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

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

6. Communications

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

7. Subcontracting - Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

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

9. Personnel

9.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data. If contractor fails to deploy required no. of technical staff with requisite qualifications recovery at the rate of Rs. 20,000/- per person/month will be made from the contractor. If contractor fails to deploy staff continuously for 3 months, this will be a cause for the termination of the contract.

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

9.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to Equipment;

- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

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

13.3 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) Personal injury or death.

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

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

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

16.2 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 immediately on award of work and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

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

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

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

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

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

19. Safety

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

20. Discoveries

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

21. Possession of the Site

21.1 The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the employer shall handover the possession of at-least 75% of the site.

22. Access to the Site

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

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

23. Instructions

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

24. Dispute Redressal System

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

25. Arbitration

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

B. Time Control

26. Programme

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

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

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

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

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

27. Extension of the Intended Completion Date

27.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

27.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer

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

29. Management Meetings

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

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

C. Quality Control

30. Identifying Defects

30.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect. If defects notified by the engineer are not attended by the contractor within 15 days from the date of notice, penalty of Rs 1,000/- per day, subjected to maximum of 10% of contract amount will be imposed by the Engineer till defects are rectified by the contractor. Non compliance of the notice may lead to termination of contract also.

31. Tests

31.1 For carrying out mandatory tests as prescribed in the specifications, the contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipments as specified in the Contract Data. The contractor shall be solely responsible for :

- a. Carrying out the mandatory tests prescribed in specifications, and
- b. For the correctness of the test results, whether performed in his laboratory or elsewhere.

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

32. Correction of Defects noticed during the Defect Liability Period - Deleted.

Contractor shall be responsible for the defect liability and maintenance of works for a period of 3 months from the date of issue of completion certificate. 3 months 3 months If any defects are noticed during the defect liability period contractors shall be responsible to rectify the same within the period specified in the Engineers notice. **33. Uncorrected Defects - Deleted**

D. Cost Control

34. Bill of Quantities

34.1 Deleted.

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.

35. Variations

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

36. Payments for Variations

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

36.2 If the rates for variation are not specified in the Bill of Quantities/ SOR, the Engineer shall derive the rate from similar items in the Bill of Quantities.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates

38.1 **The payment to the contractor will be as follows for construction\ maintenance work:**

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

38.2 - Deleted-

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 -Deleted-

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

43.1 The Engineer shall retain security deposit of 5% of the amount from each payment due to the Contractor until 3 months from the dated of completion of the whole work. After completion of defect liability period, security deposit and performance security submitted at the time of agreement shall be released if no defects are noticed or defects pointed out by the Engineer are rectified to the satisfaction of Engineer-in-charge.

43.2 Deleted

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 Deleted

43.5 Deleted

44. Liquidated Damages

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

44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

45. Deleted

45.1. Deleted

45.2 Deleted.

45.3 Deleted

46. Securities

46.1 The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security and additional performance security shall be valid until a date 90 days from the date of issue of the certificate of completion and the additional security for unbalanced bids shall be valid until a date 90 days from the date of issue of the certificate of completion.

47. Cost of Repairs

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

E. Finishing the Contract

48. Completion

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

48.2 -Deleted -

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.

49.2 Deleted

50. Final Account

50.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

50.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

50.3 -Deleted-

50.4 -Deleted-

50.5 **51. Operating and Maintenance Manuals** -Deleted-

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 **performance/security deposit of the contractor shall be forfeited**. The engineer shall issue a certificate for value of the work done, 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 and other standard deductions. Liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from any amount due to the contractor under any agreement with MPRRDA/Government.

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

54. Property

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

55. Release from Performance

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

F. Other Conditions of Contract

56. Labour

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

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

57. COMPLIANCE WITH LABOUR REGULATIONS

57.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

58. Drawings and Photographs of the Works

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

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

59. The Apprentices Act 1961

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

60. Jurisdiction

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

Contract Data to General Conditions of Contract

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.1.1.1]

Designation: Chief Executive Officer,
M.P. Rural Road Development Authority

Address: IInd Floor, B-Wing, Vindhyachal Bhawan,
Bhopal – 462 004

Name of authorized Representative: Chief General Manager/General Manager

Telephone No(s) Office

Mobile No.

Facsimile (Fax No.)

Electronic mail identification (e-mail id)

2. The Engineer is General Manager, Project Implementation Unit
or his representative (which also includes consultant
appointed by MPRRDA).

Designation:

Address: [Cl.1.1.1]

Telephone No(s) Office

Mobile No.

Facsimile (Fax No.)

Electronic mail identification (e-mail id)

3. The Intended Completion Date for the whole of the Works is As per NIT.

4. Deleted:

5. Deleted

6. The Start Date shall be the date following the date of issue of work order. [Cl.1.1.1]

7. (a) The name and identification number of the Contract is : As mentioned in NIT [Cl.1.1.1]

(b) The Works consist of Special repair under Pradhan Mantri Gram Sadak Yojna.

8. Deleted
9. The following documents also form part of the Contract : [Cl.2.3(11)]
- (1) Agreement,
 - (2) Notice to Proceed with the Work,
 - (3) Letter of Acceptance,
 - (4) Contractor's Bid,
 - (5) Contract Data,
 - (6) Special Conditions of Contract Part II,
 - (7) General Conditions of Contract Part I,
 - (8) Specifications,
 - (9) Drawings,
 - (10) Bill of Quantities, and
 - (11) Any other document as may be specified at the time of issue of acceptance letter and work order.
10. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
- (b) The language of the Contract documents is English. [Cl.3.1]
11. The Schedule of Other Contractors is attached. [Cl. 8.1]
- 12 A. The Technical Personnel for construction work are: [Cl. 9.1]

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

For field testing laboratory ;

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

B. For routine maintenance

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

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

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

14. Site investigation report [Cl.14.1]

15. The key equipments/machinery for construction of works shall be :

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

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

Chief Executive Officer, M.P. Rural Road Development Authority – full powers.

17. (a) The period for submission of the programme for approval of Engineer shall be 05 days from the issue of Letter of Acceptance. [Cl.26.1]

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

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

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

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

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

- (1) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction
- (2) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction
- (3) 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction

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

For Whole of work
1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.

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

10 per cent of the Initial Contract Price rounded off to the nearest thousand.

[Cl.44.1]

22. The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents. [Cl. 46.1]
23. (a) The Schedule of Operating and Maintenance Manuals_____. [Cl.51.1]
 (b) The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.1]
24. The amount to be withheld for failing to supply “as-built” drawings by the date required is 1% of contract amount. [Cl.51.2]
25. (a) The period for setting up a field laboratory with the prescribed equipment is 30 days from the days from the date of notice to start work [Cl.52.2 (i)]
 (b) The following events shall also be fundamental breach of contract : [Cl.52.2 (j)]
 (a) “The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract
 (b) If contractor fails to give proportionate progress due to slow execution/stoppage of work
 (c) If contractor or his personnels misbehave with the departmental or consultancy staff.
 (d) If contractor is not maintaining required no. of technical personnel and machinery.
26. The percentage to apply to the value of work not completed 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:
- i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 4

Conditions of Contract

Part – II Special Conditions of Contract

4.1 Clause 27 and 44 of General Conditions of Contract

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

4.2 Death or permanent invalidity of contractor

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

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

4.4

Deleted

4.5 TAXES

4.5.1 All dues regarding taxes, including the sales tax, other duties, royalty etc., levied on the contractor's works by Government and local or private individuals will be payable by the contractor. The Authority will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.

4.5.2 Payment of contractor's final bill shall not be released till 'no dues' certificate from Collector relating to the payment of royalty is submitted by the contractor.

4.5.3 The tenderer or supplier should have a place of business in the State of M.P. from where the goods would be supplied to various destinations in the State and also should hold a registration certificate under the M.P. Vanijiyik Kar Adhinyam. Contractors who do not hold a registration under the M.P. Vanijiyik Kar Adhinyam will have to obtain registration certificate within one month from the date of signing the agreement.

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

Section 5
Specifications

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

Section 5 (Cont'd)

Drawings

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

List of Drawings :-

1. Key Map
2. Road Alignment including cross sections and L section (Chapter 1 of Rural Roads Manual Clause 1.1 to 1.11 with appendix and Chapter 2 of Rural Roads Manual Clause 2.1 to 2.16).
3. Pavement Drawings (Pavement design criteria under chapter 5 of Rural Roads Manual Clause 5.1 to 5.8)
4. Surface and sub surface drains with full details (Chapter 6 of Rural Roads Manual Clause 6.1 to 6.6)
5. Culverts and minor Bridges (Chapter 7 of Rural Roads Manual Clause 7.1 to 7.10 with appendix)
6. Drawings for any other Road structure such as protection work, if any.
7. Drawings to be followed for actual execution of work should bear the stamp “Good for construction”.
8. Any revision of working drawings should be indicated by pre-fixing R1, R2..... etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
9. Complete set of drawings should be issued along with other tender documents so as to form part of the agreement.

Section 6

Form of Bid

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

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

Address [insert address] IInd Floor, B-Wing, Vindhyachal Bhawan, Bhopal – 462 004 through
General Manager, Project Implementation Unit,

Description of the Works (To be furnished as given in NIT)

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 and Addenda at the rate of% (in words..... percent) below/above/work at par with the rates entered in the schedule of rates, as referred to in Clause 13 of ITB (rates both in figures and words should be written).

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Authorised Address of communication :

Telephone No.(s) office

Mobile No.

Facsimile No. (fax No.)

Electronic Mail Identification (email-id)

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

Chief General Manager

Section 7.

Bill of Quantities

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.

2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued

- (a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and
- (b) at percentage rate above or below or at par of the Schedule of Rates as tendered by the contractor.

2.2 - Deleted -

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.

4. Arithmetic errors will be corrected by the Employer pursuant to Clause 26 of the Instructions to Bidders.

5. When percentage rate tenders are invited, the Bill of Quantities will show in the bidding documents the rates used for different items.

A. Bill of Quantities

Sl. No.	SOR No.	Description of item (with brief specification and reference to book of specification)	Quantity	Unit	Rate	Amount
		PIU to attach	_____	_____	_____	

Section 8

LETTER OF ACCEPTANCE AND OTHER FORMS

Notice to proceed with the work

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

No.

Date

To

_____ (Name and address of the Contractor)

Dear Sirs:

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

Yours faithfully,

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

Standard Form of Agreement

Notes on Standard Form of Agreement

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

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____ 20_____, between M.P. Rural Development Authority, IInd Floor, B-Wing, Vindhyachal Bhawan, Bhopal 462 004 through General Manager, Project Implementation Unit _____ (hereinafter called “the Employer”) of the one part, and _____

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

Whereas the Employer is desirous that the Contractor execute _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

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

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

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____