

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

Bidding Document

for

CONSTRUCTION AND MAINTENANCE OF RURAL ROADS

Under the

PRADHAN MANTRI GRAM SADAK YOJANA
(Rural Connectivity Investment Program, Project Number:40423-1)

Package No. _____

Issued by

CHIEF EXECUTIVE OFFICER

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
M.P. BHOPAL

OCTOBER - 2012

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SECTION 1

PRESS NOTICE
NOTICE INVITING BIDS

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

NOTICE INVITING BIDS FOR ROAD WORKS NO. RCIP/

As per published Notice Inviting Bids (NIB)

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

NOTICE INVITING BIDS FOR ROAD WORKS NO. RCIP/

As per Detailed Notice Inviting Bids (NIB), available on Portal

SECTION 2

- A. INFORMATION AND INSTRUCTIONS TO BIDDERS FOR E-PROCUREMENT**
- B. INSTRUCTIONS TO BIDDERS AND BID DATA SHEET**

Section 2(a)

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

Details of the instruction to bidders/contractors can be viewed on the portal

<http://mpeproc.gov.in>

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

1. Registration of the Bidders on Employer's Government e-GPS Portal
[<http://mprrda.mpeprocurement.gov.in> All Contractors who are not currently registered for participation in the e-GPS are required to be registered on <http://mprrda.mpeprocurement.gov.in>

2. Set-up of Machine: In order to be able to use e-GPS, setting up of User's machine is required. In order to set up the User's machine, User has to install some utilities as per the instructions given in Help Manual for 'Machine Setup' (Available for download on the e-GPS portal). The copy of the same may be obtained from NexTenders (India) Pvt. Ltd, A-6 Sahayog Parisar, E-8, Shahpura, Bhopal (M.P.), Phone no. 0755-4075010,2560711 or through Email: bhopal@nextenders.com

3. Obtaining a Digital Certificate:

3.1 The Bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the Bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

3.2 A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. The Contractors registered for participation in the e-GPS (as per item 1 above) may obtain information required to issuance of a class III Digital Signature Certificate from the Controller of Certifying Authorities <http://mprrda.mpeprocurement.gov.in> or the Service Provider of e-GPS of Employer: NexTenders (India) Pvt. Ltd, A-6 Sahayog Parisar, E-8, Shahpura, Bhopal (M.P.), Phone no. 0755-4075010,2560711 or through Email: bhopal@nextenders.com

3.3 Important Note: Bid may be submitted only using the digital certificate. In case, during the process of a particular Bid, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the Bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

3.4 In online Bidding, the digital certificate issued to the authorized user of a firm or association and used for electronic Bidding will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm or association has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to Bid on behalf of the firm or association under Bids as per Indian Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm or association. It shall be the responsibility of management/partners of the registered firm or association to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

3.5 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. Opening of an Electronic Payment Account:

- 4.1 For submitting the Bids online, Contractors / Bidders are required to make online payment of the Service Charges Rs. 606.00
- 4.2 Arrangements have been made for Bidders to make payments online via Credit Card / Cash Cards / Internet Banking. The List of modes of electronic payments accepted in e-GPS is available online on the website <http://mprrda.mpeprocurement.gov.in>.

5. Online Payment of Bid Submission Fee:

- 5.1 The Bidding Documents are available for free download on MPRRDA e-Procurement Portal. However, the Bidders are required to make the payment of Service charges of Rs. 606.00 through online payment modes mentioned in 4.2 above. Bid Submission Fee (Cost of bid document) will have to be paid through Demand Draft drawn in favour of GM/PU concerned.
- 5.2 The Bidders can submit the Bids by making online payment of Service charges using the service of the secure electronic payments gateway, and should print out the system generated receipt for their reference which can be produced whenever required. The secure electronic payments gateway is an online interface between Bidders and credit card / online payment authorization networks.
- 5.3 Submission of Bids, Bid Security and other documents will be governed by the time schedule given under "Key Dates" on the online e-GPS portal for the particular Bid. [Please refer to the Help Manual for viewing of New Bids Online on the e-GPS Portal]:<http://mprrda.mpeprocurement.gov.in>.

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

7. Submission of Bids online:

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

8. Opening of Bid Documents: The Employer receiving the Bids shall first open the electronic "Envelope A" of all Bidders online through the website and check for the validity of Bid Security and documents submitted in the "Envelope A", as required by the Employer. In case, the requirements are incomplete, the Technical Bid evaluation will not be conducted, and the Financial Bid of the concerned Bidder received shall not be opened.

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

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

10.1 Details of documents to be furnished are provided in Section 2b.

10.2 Details of the formats of scanned copies to be uploaded are provided in Section 3 "Qualification Information".

10.3 Uploaded documents of a successful Bidder will be verified with the originals before signing the contract agreement. The successful Bidder has to provide the originals to the concerned authority on receipt of the Letter of Acceptance, which will be sent through registered post.

10.4 Bidding Document is not to be uploaded by the Bidder. The Bidder has to only agree/ disagree on the conditions in the Bidding Document. The Bidders who disagree on the conditions of the Bidding Document, cannot participate in the Bidding.

11. Failures or Breakdowns of the Electronic Procurement System:

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

Section 2(b): Instructions to Bidders

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Section 2b

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer as defined in the Bid Data Sheet invites Bids for the construction of Works as described in these documents and referred to as “the Works,” and routine maintenance of constructed Works for the period of 5 years. The name and identification number of the Works is provided in the Bid Data Sheet.

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.(Contract Data).

1.3 Throughout these documents, the terms “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bid/ Tender, Bidding/ Tendering, etc.) are synonymous.

2. Source of Funds

2.1 The Borrower (hereinafter called “Borrower”) has applied for a rural road sector loan (hereinafter called funds) from the Asian Development Bank, (hereinafter referred to as “ADB”) towards cost of the project named in the Bid Data Sheet. The Borrower intends to apply a portion of the funds to eligible payments under the Contract for which this Bidding Document is issued.

2.2 The ADB’s Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly mislead, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will sanction a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.

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

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

3.1 Eligible Bidders: This Invitation for Bids is open to all Bidders who are either a private entity, or government-owned entity, or a Joint Venture (JV). In case of a JV:

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

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

3.3 A Bidder shall not be eligible to participate in the Bidding process while under sanction by ADB pursuant to ADB's Anticorruption Policy, whether such sanction was directly imposed by ADB, or imposed by ADB pursuant to the Agreement of Mutual Enforcement of Debarment Decisions. A Bid from a such sanctioned or cross debarred Bidder will be rejected.

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

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

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same Sub-Contractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

3.6 Bidders may be required to register with the Employer under the appropriate category prior to award of the Contract as provided under Bid Data Sheet

3.7 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 3.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

3.8 For purposes of ITB 3.7 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

4. Qualification of the Bidder

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

4.2 All Bidders shall include the following information and documents with their Bids in Section 3, Qualification Information unless otherwise stated in the Bid Data Sheet:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of civil construction works performed in each of the last five years;
- (c) experience in Works of a similar nature and size for each of the last five years, and details of Works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
- (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction work.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) evidence of (i) liquid assets, (ii) unencumbered real assets, (iii) other financial means (if necessary), and (iv) lines of credit (if necessary)
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding Bidder's pending litigation or arbitration.
- (j) proposals for subcontracting components of the Works for **construction** and proposals for subcontracting of routine maintenance after completion of construction work. Subcontracting shall not exceed the percentage of the Contract Price as specified in the Bid Data Sheet.
- (k) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Joint Ventures are allowed to Bid. Bids submitted by a Joint Venture (JV) shall comply with the following requirements:

- a) There shall be a Joint Venture Agreement specific for the Bid, or a Letter of Intent to Enter into a Joint Venture Agreement, including a draft agreement between the constituent firms, indicating clearly at least the parts of the Works to be executed by the respective partners. A copy of these documents shall be submitted with the Technical Bid.
- b) The Bid, and in the case of the successful Bidder, the Form of Agreement, etc., shall be signed and/or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.
- c) Partner-in-Charge shall be nominated by the Joint Venture Bidder.
- d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly and/or severally, and entire execution of

the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

- e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the **Letter of Technical Bid** and the Form of **Contract** Agreement (in case of a successful Bidder).
- f) In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The remaining non-defaulting partner(s) shall assume the responsibility of the defaulting party for the satisfactory execution and completion of the Contract Works.
- g) The Bid submitted shall include all the relevant information as required under the provisions of Sub-Clauses 4.2, 4.4 A and 4.4 B of ITB and furnished separately for each partner.
- (h) If the successful Bidder is a Joint Venture who had provided, together with its Bid Proposal the Letter of Intent to Enter into a JV, and the draft joint venture agreement, this successful JV Bidder shall finalize and submit its Joint Venture Agreement, indicating the joint and several liabilities of the JV partners, prior to the signing of the Contract Agreement.
- (i) The available Bid capacity of the JV as required under Clause 4.6 of ITB will be applied to each partner to the extent of his proposed participation in the execution of the work.

4.4 A To qualify for award of the Contract, the Bidder should meet the qualification criteria specified in the Bid Data Sheet.

4.4 B (a) Each Bidder must produce:

- (i) The current copy of Income Tax Permanent Account Number (PAN);
- (ii) An affidavit that the information furnished with the Bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the Bid Data Sheet. Failure to produce the certificates shall make the Bid non-responsive.

(b) Each Bidder must demonstrate:

- (i) availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Bid Data Sheet including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Bid Data Sheet. Bidder shall submit an undertaking in the form of an affidavit stating that the Bidder shall mobilize the key equipment listed in the Bid Data Sheet and other equipment, consistent with the Bidder's proposal regarding work methods, scheduling, and material sourcing and fully in accordance with the requirements stipulated in Section 5 (Specifications) and Section 6 (Drawings).
- (ii) availability for construction work of technical personnel as stated in the Bid Data Sheet;
- (iii) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract are as per requirements specified in the Bid Data Sheet.
- (iv) Availability for maintenance work of technical personnel as stated in the Bid Data Sheet.

(c) The Bidder must not have in his employment:

- (i) the near relations (defined as first blood relations, and their spouses, of the Bidder or the Bidder's spouse) of persons listed in the Bid Data Sheet.
- (ii) without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Bid Data Sheet.

4.4 C To qualify for a package of contracts made up of this and other contracts for which Bids are invited in the Notice Inviting Bids, the Bidder shall meet the requirements for the available Bid Capacity as provided in the ITB 4.6 The procedure for aggregation will be as provided in the Bid Data Sheet.

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria except to the extent stated in 4.4 A above.

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

$$\text{Assessed Available Bid capacity} = (2 * A * N - B)$$

where

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

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

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

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

4.7 Irrespective of meeting the above qualifying criteria, Bidder is subject to be disqualified if it has made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for one **Contract Package** online. A Bidder who submits more than one Bid will 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 familiarize 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. The Bidder should contact the person whose contact details are given in the Bid Data Sheet.

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. Instructions to Bidders
2. Qualification Information

3. Conditions of Contract
(Part I General Conditions of Contract, Contract Data and Appendix; Part II Special Conditions of Contract)
4. Specifications
5. Drawings
6. Forms of Bid
7. Bill of Quantities (with Attachments)
8. Standard Forms: Letter of Acceptance, Notice to Proceed with the Work, Standard Form of Contract Agreement, Form of Unconditional Bank Guarantee from Contractors for Performance Security, Form of Unconditional Bank Guarantee from Contractors for Payment of Mobilization Advance/Machinery Advance
9. Enclosures I, II, III, IV and V.

8.2 The Bidding Documents will be available online free of cost for download from the website: <http://mprda.mpeprocurement.gov.in> as per the key dates given in the **Notice Inviting Bids**. The Bidder needs to pay the Service charges online and Bid submission fee through demand draft drawn in favour of GM PIU concerned. The amount of Bid submission fee is indicated in the Bid Data Sheet. The Bidder shall make the relevant payment using the payment option indicated above. To know the latest available payment options Bidder may visit “List of Payment accepted online” Section at <http://mprda.mpeprocurement.gov.in>.

8.3 The Bidder is expected to examine carefully all instructions, conditions of Contract, Contract Data, Forms, Terms and Specifications, Bill of Quantities 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 26 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 will notify the Employer through the query processing facility available online. The query with response will be copied to all Bidders without the identification of the Bidder who submitted the query.

9.2. The Bidders are requested to submit any questions using the query processing facility available online so as to reach the Employer not later than the date identified in the Bid Data Sheet.

9.3. No physical pre-bid meeting will be conducted.

10. Amendment of Bidding Documents

10.1 Before the deadline for Bid submission and no later than specified in the Bid Data Sheet, the Employer may modify the Bidding Documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the Bidding Documents and shall be displayed online alongwith newspaper advertisement.

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 Bid Data Sheet.

12. Documents Comprising the Bid

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

(a) The Technical Bid shall comprise the scanned copies of the following:

- (i) Letter of Technical Bid;3
- (ii) Written confirmation authorizing the signatory of the Bid to commit the Bidder in accordance with Clause 18 of ITB.
- (iii) Qualification information, supporting documents, affidavits and undertakings as specified in Clause 4.4B and Clause 4.6 of ITB
- (iv) Undertaking that the Bid shall remain valid for the period specified in clause 15.1 of ITB.
- (v) Technical Proposal
- (vi) If applicable: Letter of Intent to Enter into a Joint Venture Agreement, including a draft agreement between the constituent firms, indicating clearly at least the parts of the Works to be executed by the respective partner.
- (vii) Value added tax (VAT) clearance certificate
- (viii) Permanent Account Number Card (this requirement is applicable to domestic firms only, and not to foreign firms).
- (ix) Evidence of access to the line of credit (only for Bidders whose liquid assets, unencumbered real assets, and other financial means are not sufficient to meet qualification requirements under clause 4.4B(b)(iii) of ITB).
- (x) Affidavit regarding no relation certificate
- (xi) Annual Turnover certificate from Chartered Accountant (for domestic firms); or Annual Turnover Certificate from appropriate authority in their home countries (for foreign firms), for last five financial years with breakdown of annual turnover amounts for civil works versus total works for each financial year.
- (xii) Any other information/documents required to be completed and submitted by the Bidders, as specified in the Bid Data Sheet.

(b) The Financial Bid shall comprise the following:

- (i) Scanned copy of the Letter of Financial Bid
- (ii) Completed priced Bill of Quantities in accordance with ITB 13
- (iii) Scanned copy of any other document required in the Bid Data Sheet.

12.2 The online Bids/templates are to be digitally signed thus the Bidders are required to obtain the Class –II Digital Signature Certificate (DSC) as specified in ITB Section 2(a) “Information and Instructions to the Bidders for Online Electronic Government Procurement System.”

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

Section	Particulars
1	Notice inviting Bids
2	Instruction to the Bidders
3.	Conditions of Contract

4. Contract Data
5. Specifications
6. Drawings
7. Environmental Management Plan
8. Amendment/Errata issued before submission of Bid

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 quote rates and prices for all items of the Works described in the Bill of Quantities. Rates for Routine Maintenance provided in the Bid Data Sheet shall be non-competitive and the Bidder shall not quote rates and prices for Routine Maintenance. 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.

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, unless otherwise stated in the Special Condition of Contract. For the purposes of calculating price adjustments, the basic prices for Bitumen, Emulsion, Steel, Fuel and Lubricants, and Cement are provided in the Bid Data Sheet.

13.5 The Letter of Financial Bid shall include: (i) the total price of the Bid excluding any discounts offered; and (ii) discount offered if any. The Letter of Financial Bid shall not include any condition or methodology for the calculation and/or application of the discount offered. Bidders including any condition or methodology for the calculation of the discount in the Letter of Financial Bid shall be disqualified, and their Bid Security shall be forfeited.

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 specified in the Bid Data Sheet after the deadline date for Bid submission specified in Clause 20 of ITB. Bids 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 online. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for a period of the extension, and in compliance with Clause 17 of ITB in all respects.

16. Bid Security

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

16.2 The Bid Security shall, at the Bidder's option, be in the form of Fixed Deposit Receipt of a scheduled commercial bank, pledged in favour of the name given in the Bid Data Sheet. Other forms of Bid Security acceptable to the Employer are stated in the Bid Data Sheet. In case of a foreign Bidder the Fixed Deposit

Receipt may be from a financial institution which is located outside of India, however, it shall have a correspondent financial institution in India, to make it enforceable.

16.3 Any Bid not accompanied by an acceptable Bid Security, unless exempted in terms given in the Bid Data Sheet, shall be rejected by the Employer as non-responsive.

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

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

16.6 The Bid Security may be forfeited:

- a) if the Bidder withdraws the Bid after the deadline for Bid submission 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 Contract Agreement; and/or
 - ii. Furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit **Bids** 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 are not permitted.

18. Format and Signing of Bid

18.1. The information related to Bids should be filled in and uploaded in the available templates under each envelope. The envelope is to be digitally signed by a digital certificate of the person duly authorized to sign on behalf of the Bidder, pursuant to Section 2(a) of ITB "Information and Instructions to the Bidders for Online Electronic Government Procurement System."

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall fill and upload the information related to Bids in the available template under two separate envelopes marked Envelope "A" and Envelope "B". After filling templates the envelope need to be digitally signed pursuant to Section 2(a) of ITB "Information and Instructions to the Bidders for Online Electronic Government Procurement System."

20. Deadline for Submission of Bids

20.1 Bids are required to be submitted online as per time and date indicated in the Bid Data Sheet.

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. Substitution or Withdrawal of Bid

21.1 A Bidder may substitute or withdraw its Bid after submission, provided that an electronic notice of the substitution or withdrawal, duly signed by the authorized representative of the Bidder, is received by the Employer prior to the deadline for submission of Bids.

22. Manual Bids

22.1 Manual submission of Bid is not allowed. Any Manual Bid received by the Employer will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer will open Technical Bids (Envelopes A) of the Bids received in the presence of the Bidders/Bidders' representatives who choose to attend at the time, date and place specified in the Bid Data Sheet. Technical Bids of those Bidders who failed to provide the original Bid Security, Bid submission fee & original affidavit, will not be opened. In the event of the specified date of opening of Bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

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

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

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

23.5 The Employer shall advise online the Bidders whose Technical Bids are found responsive of the date, time and place of opening of Financial Bids (Envelope B) as stated in the Bid Data Sheet.

23.6 At the time of the opening of the Financial Bids (Envelope B), the names of the Bidders whose Bids were found responsive in accordance with clause 23.5 of ITB will be announced. The Financial Bids of only these Bidders will be opened. The remaining Financial Bids will be unopened and remain in an encrypted form. The responsive Bidders' names, the Bid prices, the total amount of each Bid, discount offered (if any), and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Financial Bid opening. Any Bid price which is not read out and recorded will not be taken into account in the Bid Evaluation

23.7 The Employer shall prepare the minutes of the opening of the Financial Bids. Minutes of the Financial Bid opening will be published online.

24. Process to be Confidential

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

25. Clarification of Bids and Contacting the Employer

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

25.2 Any attempt by the Bidder to influence the Employer's Bid evaluation, Bid comparison or Contract award decision shall result in the rejection of his Bid.

26. Examination of Bids and Determination of Responsiveness

26.1 The Employer's determination of the Bid's responsiveness is to be based on the contents of the Bid itself. During the evaluation of Bids, the following definitions apply:

- (i) "Deviation" is a departure from the requirements specified in the Bidding Document.
- (ii) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of requirements specified in the Bidding Document.
- (iii) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- (iv) Material deviation, reservation, or omissions is one that: a) if accepted would: (i) affect in any substantial way, the scope, quality or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

26.2 Responsiveness of Technical Bid

(a) A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.

(b) During the detailed evaluation of the Technical Bids, the Employer will determine whether each Bid (a) meets the eligibility and qualification criteria; (b) has been properly signed; (c) is accompanied by the required Bid Security; and (d) is substantially responsive to the requirements of the Bidding Document. The Employer will examine the technical aspects of the Bid, in particular, to confirm that all the technical requirements set out in Section 5 (Specifications), Section 6 (Drawings) and Section 8 (Bill of Quantities) have been met without any material deviation, reservation or omission. If a Technical Bid is not substantially responsive to the requirements of the Bidding Document, it will be rejected by the Employer and will not be made responsive by correction of the material deviation, reservation, or omission.

26.3 Responsiveness of Financial Bid

(a) The Employer will examine the responsiveness of Financial Bids with respect to the remaining Bid conditions, i.e., priced Bill of Quantities, Technical Specifications and Drawings. A substantially responsive Financial Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation, reservation or omission.

(b) If a Financial Bid is not substantially responsive to the requirements of the Bidding Document, it will be rejected by the Employer and will not be made responsive by correction of the material deviation, reservation, or omission.

27. Correction of Errors

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case, the amount in figures shall prevail subject to (a) and (b) above.

27.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

27.3 If the Bill of Quantities omits a rate or price for a certain item or items, and such omission is non-material either separately or in total as per Clause 26 of ITB, the cost of such item or items shall be deemed to have been covered by other rates and prices of the Bill of Quantities.

28. Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26 of ITB.

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

- (a) the Bid Price;
- (b) price adjustment for correction of arithmetical errors in accordance with Clause 27 of the ITB;
- (c) price adjustment due to discount offered in accordance with Clause 13.5 of the ITB..

28.3 If the Bid of the successful Bidder is seriously unbalanced the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause 33 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 as indicated in the Bid Data Sheet shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the Bidder.

29. Price Preference

29.1 There will be no price preference to any Bidder.

F. Award of Contract

30. Award Criteria

30.1 Subject to Clause 32 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible and qualified in accordance with the provisions of Clause 4 of ITB.

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

31.1 **Notwithstanding Clause 30 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.

32. Notification of Award and Signing of Contract Agreement.

32.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter

(hereinafter and in the Part I **General Conditions of Contract** called the “Letter of Acceptance”) will state the sum/ rate that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works, and the routine maintenance of the Works for five years, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

32.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 33.

32.3. The Contract Agreement will incorporate all Contract Agreements between the Employer and the successful Bidder. It will be signed by the Engineer and the successful Bidder after the Performance Security is furnished.

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

33. Performance Security

33.1 Within 10 days after receipt of Letter of Acceptance, but before signing the Contract, a Performance Security in the amount specified in the Bid Data Sheet shall be delivered by the successful Bidder to the Employer.

33.2 The Performance Security shall be in the form of a Bank Guarantee (see prescribed form of Bank Guarantee in Section 9) in the name of the Employer from a scheduled commercial bank. In case of a foreign Bidder, the Performance Security may be in the form of an unconditional bank guarantee in the name of the Employer from a financial institution which is located outside of India, however, it shall have a correspondent financial institution in India, to make it enforceable.

33.3 Failure of the successful Bidder to comply with the requirements of delivery of Performance Security shall constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful Bidder who fails to comply with the above requirements is liable to be debarred from participating in Bids under PMGSY for a period of one year.

Bid Data Sheet

Clause Reference

Instructions to Bidders

(1.1) The Employer is **MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY**

acting through Chief Executive Officer

(1.1) The Works are: **Construction/Upgrading and five years post-construction maintenance of rural roads as listed in Enclosure I**

(1.1) Identification No. of the Works is : **The List of contract package numbers put to bid is provided in the NIB and Enclosure I.**

(2.1) The name of the Project is: **Rural Connectivity Investment Program (RCIP) under Pradhan Mantri Gram Sadak Yojana (PMGSY)**

(3.6) Registration with the Department not required

(4.2) The information required from Bidders in Clause 4.2 is modified as follows:
None

4.2(j) Subcontracting: No subcontracting is permitted for Contracts costing below Rs. 5 Cr.
The subcontracting shall be limited to 25% of Contract Price for Contracts costing Rs.5 Cr. and above.

(4.4 A) (a) **Average Annual Construction Turnover**

Requirement	Single Entity	Joint Venture (All partners combined)	Joint Venture (Each partner)	Joint Venture (One partner)
Bidder must have achieved a minimum average annual construction turnover as indicated in Enclosure I , calculated as total certified payments received for Contracts in progress or completed within the last five (5) years.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement

Note: (i) Construction turnover shall include the value of civil works, similar to the proposed works, calculated as total certified payments received for contracts in progress or completed during the last 5 years.

(4.4 A)

(b) Specific Construction Experience, Contracts of Similar Size and Nature

Requirement	Single Entity	Joint Venture (All partners combined)	Joint Venture (Each partner)	Joint Venture (One partner)
<p>Participation as Prime Contractor in at least:</p> <p>one (1) Contract within the last five (5) years, with a value of at least the amount, indicated in Enclosure I col. 11 a,</p> <p>that has been successfully or has been substantially* completed and that is similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 5 (specifications).</p>	Must meet requirement	Not applicable	Not applicable	Must meet requirement
<p>OR</p> <p>Participation as Prime Contractor in at least:</p> <p>Two (2) Contracts within the last five (5) years, each with a value of at least the amount indicated in Enclosure I col. 11 b</p> <p>that have been successfully or have been substantially* completed and that are both similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 5 (specifications).</p>	Must meet requirement	Must meet requirement	Not applicable	Not applicable

* substantial completion means receiving certified payments under contracts in progress for more than 80% of the total contract value

(4.4 B) (a) (iii)

Other certificates required with the Bid are: **None**

(4.4 B) (b)(i) The key equipments for Road Works and field testing laboratory are:

For Road Works

Minimum number of major Plants & Equipment for 25 km length for road construction work shall be as under.

SN	Name of the Equipment	Quantity
1	Static Roller	3
2	Vibratory Roller	1
3	Truck/Dumper	10
4	Excavator/Dozer	1
5	Hot Mix Plant	1
6	Paver /finisher	1
7	Water Tanker	4

Note: (i) Above plant and equipments are for road construction packages comprising road length upto 25 km. For road packages above 25 km length, the prorata increase in number of plant and equipment shall be applicable.

For Field Testing Laboratory

Field laboratory shall be set up as per Annexure 1800.1 of MoRD Book of Specifications for Rural Roads.

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

A. The Minimum Technical personnel for road works shall be as under:

Position	Minimum qualification	Number		Experience in Road Works
		Package upto 15 km Road length .	Package between 15 to 25 km Road length	
Project Engineer	Degree Holder in Civil Engineering	1	1	Minimum 3 years
Assistant Project Engineer	Degree Holder in Civil Engineering	-	1	Minimum 2 years
Material Engineer	B.E. Civil	1	1	Minimum 2 years
Field Engineer	Diploma in Civil Engineering	1	1	Minimum 2 years

*Note: (i) For packages with road length greater than 25 km, pro rata increase rounded to higher whole number shall be applicable,
(ii) For packages with road length less than 5 km, one Project Engineer and one Material Engineer or a lab Technician will be required.*

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

Technical Personnel	Qualification with experience	Number for upto 25 km road length package
Lab Technician	Diploma in Civil Engineering or Diploma in Lab Technology with 5 year practical experience	1
Lab Assistants	10+2 or equivalent with science having 2 year experience	1

Note: (i) For packages with road length greater than 25 km, pro rata increase rounded to higher whole number shall be applicable,

(4.4 B) (b)(iii) The amount is as indicated in Enclosure I.

(4.4 B) (b)(iv) The minimum technical personnel for routine maintenance of average 25 km roads are.

Position	Minimum Qualification	Number	Experience in Road Works
Road Manager-cum-Maintenance Engineer	A. Degree Holder in Civil Engineering or B. Diploma Holder in Civil Engineering	One for 6 roads i.e upto 25 km	Minimum 2 years Minimum 5 years

Note: (i) For packages with roads length greater than 25 km, in 6 (six) roads or above, the pro rata increase in the number of Personnel shall be applicable.

(4.4 B) (c) (i) The Bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

The Contractor shall not be permitted to Bid for work if the Project Implementation Unit (P.I.U.) of the district (responsible for execution of Contracts) in which his near relative is posted as Divisional Accountant. The Contractor shall intimate the names of his near relative working in the Panchayat & Rural Development Department and the concerned P.I.U. He shall also intimate the name of persons who are working with him in any capacity and who are near relatives to any gazetted officer in Panchayat & Rural Development Department. Any breach of this condition by the Contractor would render himself liable to be removed from the approved list of Contractors.

Note: - By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law.

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

Junior Engineer, Assistant Engineer, Executive Engineer, Superintending Engineer, Chief Engineer, Engineer-in-Chief

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

(4.4 C) The procedure for aggregation of requirements shall be as follows:

- (i) All Financial proposals of those technically qualified under NIB are opened
 - (ii) All opened Financial proposals are evaluated package wise and preliminary recommendation for award for each package are made.
 - (iii) Recommendations for contract award are finalized after the check for meeting of the requirement for the available Bid Capacity. The check is conducted in the same order as given in the NIB.
 - (iv) If the same Bidder which was already awarded contract(s) appears again as L1, his assessed Available Bid Capacity is recalculated using formula provided in ITB 4.6 where the value of B (Value of existing commitments and on-going works to be completed during the period of completion of the Works for which Bids are invited) is increased by the value of contract(s) already awarded under the NIB. Such Bidder will be recommended for award only if its available Bid Capacity meets the requirement for the contract in question. Otherwise, such Bidder is disqualified as not meeting the requirement for the Bid Capacity and is no longer considered for the contract in question.
- (4.6) The amount is: **as indicated in Enclosure I**
- (7.1) The contact person is:
Head of respective Project Implementation Unit of the District where the Contract package is situated, as provided in Enclosures I and IIB.
- (8.2) Bid submission fee: **as indicated in Notice Inviting Bids**
- (9.2) Deadline for submitting online queries: **as Indicated in Notice Inviting Bids**
Note: Contractors may send in their queries online using the Post Query feature for the particular Bid.
- 10.1 The addenda shall be issued no later than 7 days before the deadline for the Bid submission
- (11.1) Language of the Bid is: **English**
- (12.1) Address of the Employer's office to which the Original Bid Security instrument, Demand Draft for Bid submission fee, and original Affidavit affirming that information furnished with the Bid is correct to the best of knowledge and belief shall be delivered is: **General Manager of the respective Project Implementation Unit as indicated in Enclosure II (B).**
- (12.1) (a) Additional information/documents required: **None**
- (13.2) Rates for the routine maintenance will be: **As indicated in Enclosure I**
- (13.4) The basic prices will be the prevailing prices on the date of NIB and will be as follows:
- (i) for Bitumen: **prices at the Government refinery nearest to the Works site**
 - (ii) for Emulsion: **prices at the Government refinery nearest to the Works site**
 - (iii) for Steel: **prices at the SAIL stock yard nearest to the Works site**
 - (iv) for High Speed Diesel: **local (district H.Q.) IOC petrol pump rate**
 - (v) for Cement: Rs. 4300 per MT.
- (15.1) Bid shall remain valid for a period of **Ninety (90)** days after date for the deadline for Bid submission

- (16.1) The amount of Bid Security shall be: **as indicated in the Notice Inviting Bids**
- (16.2) Fixed Deposit Receipt must be pledged in favour of: GM, PIU (concerned)
MPRRDA
- (16.2) Other acceptable forms of Bid Security are: Post Office National Savings Certificates, Kisan Vikas Patra, Demand Draft drawn on a scheduled commercial bank in favour of GM, PIU (concerned)
MPRRDA.
- (16.3) Exemption from Bid Security is granted to: **None**
- (20.1) Deadline for submission of online Bids shall be: **as indicated in the Notice Inviting Bids**
- (23.1) & (23.5) The date, time and place for opening of the Bids are:
 (A) Technical Bid: **date and time as indicated in the Notice Inviting Bids. Address of the place of Bid Opening is: *Indicated in Enclosure II B.***
 (B) Financial Bid: **Place, date and time as indicated in the Notice Inviting Bids.**
- (33.1) (i) The amount and validity period of the Performance Security is

Amount:

5% (five percent) of the Contract Price.

Validity Period:

Performance Security shall be valid until a date 45 days after the expiry of Defect Liability Period of 5 (Five) years after the Completion Date. The validity period shall be increased if necessary to cover necessary extensions for repairs identified during the Defect Liability Period.

Increase of Performance Security for unbalanced Bids

If the Bid of the successful Bidder is found unbalanced in accordance with ITB 28.3, the amount of the Performance Security will be increased by an additional amount of maximum 5% (five percent) of the Contract Price.

Accordingly, the Performance Security increased as necessary for unbalanced bids will be treated as one Performance Security, and all requirements including the validity period under ITB 33 and release in accordance with GCC 46.4 will apply.

SECTION 3

QUALIFICATION INFORMATION

Section-3**Qualification Information****Notes on Form of Qualification Information**

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

1. Individual Bidders

1.1	Constitution or legal status of Bidder[<i>proof to be submitted in Technical Envelope</i>]				
	Place of registration of Firm/ Company (in case of other than individuals)				
	Principal place of business:				
	Name of Power of attorney holder of signatory of Bid [<i>attach copy</i>]				
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which Bids are invited. (Submit Audited Balance Sheets or Balance Sheets Certified by Appropriate Authority in the Bidder's Home Country for the last five years (2007, 2008, 2009, 2010 and 2011 for Bidders whose home countries has Fiscal Year "January to December", and 2007-2008, 2008-2009, 2009-2010, 2010-2011 & 2011-2012 for Bidders whose home countries has Fiscal Year not coinciding with calendar year).	Year	(Rs. in Lakhs)		
			Civil engineering construction work turnover	Turnover of Works other than civil work	Total Turnover
		2007-2008			
		2008-2009			
		2009-2010			
		2010-2011			
2011-2012					

1.3 Information on Bid Capacity & Contracts of similar Size & Nature

1.3.1 Work performed as prime Contractor (in the same name and style) on construction Works of a similar nature and volume over the last five years. Attach/upload scanned certificate from the Engineer-in-charge

Sno	Project Name	Name of Employer	Description of work	Value of Contract	Contract No. & Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Year wise value of work done in Rs. Lakhs (or in Equivalent Amount in Rs. Lakhs Based on the Exchange Rate Prevailing at the End of the Period Reported)						Remarks explaining reasons for Delay, if any and the amount of deductions due to delay.
								2007-08*	2008-09*	2009-10*	2010-11*	2011-12*	Total	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	<i>Total</i>													

Note: (i) Attach/upload scanned certified copy of completion/substantial completion certificate issued by Engineer-in-charge of each work clearly mentioning value of work done/paid in each year if completed in more than one financial year. Complete address and phone/fax number with STD code must be indicated in each certificate so that verification can be made.

(ii) Substantial completion means receiving certified payments under Contracts in progress for more than 80% of the total Contract value.

*2007-2008, 2008-2009, 2009-2010, 2010-2011 & 2011-2012 are for Bidders whose home countries' Fiscal Year does not coincide with calendar year, and for Bidders whose home countries has Fiscal Year "January to December", the required Years are 2007, 2008, 2009, 2010 and 2011.

1.3.2 Works for which a Bid have been submitted and Works which are yet to be completed as on the date of this Bid. Attach/upload scanned certificate from the Engineer-in-charge

(A) Existing commitments and on-going construction Works:

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

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

(B) Work awarded but not yet started

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

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

Item of Equipment	Total number available	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased	If these are in use in some work, mention the details.	No. of equipments proposed to be utilised in this group (Out of total Nos.)

1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2 (e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

Position	Name	Qualification	Date from which they are working in your organisation	Years of experience		
				Road Works	Building Works	Other

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

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

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

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

Year*	Income Tax PAN No.	Balance Sheet	Profit & loss statements	Auditors' report	Other if any	Gross Profit	Net Profit	TDS	Other Tax	Refund if any
07-08										
08-09										
09-10										
10-11										
11-12										

*2007-2008, 2008-2009, 2009-2010, 2010-2011 & 2011-2012 are for Bidders whose home countries' Fiscal Year does not coincide with calendar year, and for Bidders whose home countries has Fiscal Year "January to December", the required Years are 2007, 2008, 2009, 2010 and 2011.

Note: - Please submit current copy of income tax Permanent Account Number (PAN), Balance Sheet, Profit & Loss statement, Auditors Report and detail of liability (Loan) with technical proposal.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.(Sample format attached).

- (i) Name of Bank
- (ii) Address with telephone, fax & e-mail;
- (iii) Branch Code
- (iv) Amount of over draft/ Credit facility.

(Attach bank certificate)

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

S. No.	Name of Bank	Branch Name & Address	Phone	Fax	e-Mail	Name of B.M.

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

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

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

- A. This has to be prepared for each activity of the work program for each road of the group for every fortnight for the Contract duration. Some of the major activities are –
1. Earthwork and its compaction with required equipments.
 2. Collection of G.S.B. and its transportation to worksite with no. of vehicles needed
 3. Collection of Gr. II metal and its transport to worksite with no of vehicles needed
 4. Collection of Gr. III metal and its transport to worksite with no of vehicles needed
 5. Consolidation of GSB i/c number and type of plants and equipment needed.
 6. Consolidation of Gr. II metal i/c number and type of plants and equipment needed.
 7. Consolidation of Gr. III metal plants and equipment needed.
 8. Installation of H.M. Plant with nos.
 9. Transport of and laying of P.M.C & S.C.
 10. Program of C.D. Works with the requirements of mixer and vibrator etc.
- B. Fortnightly Summary with no of major Plants and equipments needed during each fortnight for the package as a whole. Failure to submit this can amount to “Non-Responsive Bid” and may not be considered for Financial Bid.
(Detail these in separate sheets either in C.P.M. / Master Net Work Method or in Bar Chart etc)

Examples for Guidance only (as per Enclosure –III)

Authorized Signature: _____
Name and Title of Signatory: _____
Name & Address of Bidder: _____

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

BANK CERTIFICATE

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

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

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

Stamp of the Bank

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

SAMPLE FORMAT OF AFFIDAVIT (On Non judicial Stamp of Rs. 10/-)

Affidavit

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

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

1. **Information furnished in “Section-3” of the Bidding Documents is correct in all respects to the best of my knowledge and belief .**
2. **The names of retired gazetted officer (if any) as per clause 4.4 B (c) (ii) who retired within the last two years with the following ranks viz. (Junior Engineer, Assistant Engineer, Executive Engineer, Superintending Engineer, Chief Engineer, Engineer-in-Chief) from the Govt. Departments in employment is as below: (in case there is no such person in his employment, his affidavit should clearly state this fact.).**
3. **the near relations as per clause 4.4 B (c) (i) in the departments are not in his employment of the firm/ company. (Note: - By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law.)**

Deponent

(.....)
Authorized signature / for and on behalf

Verification

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

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

Deponent

(.....)
Authorized signature / for and on behalf

SECTION 4

GENERAL CONDITIONS TO CONTRACT

PART I

CONTRACT DATA

**APPENDIX TO PART I GENERAL CONDITIONS
OF CONTRACT**

PART II SPECIAL CONDITIONS OF CONTRACT

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 practices and the practices of the Government of India, Ministry of Rural Development, 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 and more straightforward language.

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

Table of Clauses

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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 and also defined in the Conditions of Contract, but keep their defined meanings, shall have precedence. Capital initials are used to identify defined Terms.

Base Payment for Routine Maintenance is the amount to be paid to the Contractor for each 3-months billing period over the period of the routine maintenance based on the rates provided in the Bid Data Sheet in accordance with Cl. 13.2 of ITB.

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

Compensation Events are those defined in Clause 40.

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

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

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

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

The Contractor's Bid is the completed Bidding Document submitted by the Contractor to the Employer.

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

Days are calendar days; months are calendar months.

A Defect is (i) any part of the Works not completed in accordance with the Contract or, if completed, showing signs of failing or improper workmanship- irrespective of the fact that payment for the item has been made or not; or (ii) any parts of the Works completed in accordance with the Contract, however showing signs of failing caused by improper routine maintenance.

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

The Defects Liability Period is five years calculated from the Completion Date. It covers both Defects related to the construction and Defects arising from improper maintenance.

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

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

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works, routine maintenance and administering the Contract.

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

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

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

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

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

Routine Maintenance is the maintenance of roads for five years after completion of Works 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 and/or routine maintenance in the Contract, which includes work on the Site.

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

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

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

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neutral, 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) Contract Agreement,
- (2) Letter of Acceptance,
- (3) Contractor's Bid,
- (4) Contract Data,
- (5) Special Conditions of Contract,
- (6) General Conditions of Contract,
- (7) Specifications,
- (8) Drawings,
- (9) Bill of Quantities, and

(10) Any other document listed in the Contract Data and Special Conditions of Contract.

3. Language and Law

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

3.2 This Contract has been entered into the State of MADHYA PRADESH and its validity, implementation, interpretation and legal effect shall be subject to the exclusive jurisdiction of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

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.

4.3 The Engineer shall obtain the specific approval of the Employer before taking any of actions specified in the Contract Data.

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, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor in Section 7 - Forms of Bid. The address and contact details for communication with the Employer/Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

7.1 The Contractor may sub-contract part of the construction work and maintenance work, as defined in the Contract Data, with the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

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

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

7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

- a) The Contractor shall not sub-contract the whole of the Works.

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

7.4 The Engineer should satisfy himself before recommending to the Employer whether:

- a) the circumstances warrant such sub-contracting; and
- b) the Sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

7.5 If the Contractor fails to pay any amount due to Sub-contractor within 45 days and the notice of 15 days received by the Employer from the Sub-contractor, the Employer shall have right to deduct the same from the Contractor's bill or any amount due and pay the same to the Sub-contractor as discharge of Employer's Contract obligation.

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.

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.

9.4 The Contractor can only remove/change/substitute any of the approved technical personnel after obtaining written approval of the Employer. Failure in this regard shall be treated as breach of Contract and the Contractor shall be liable to pay compensation as specified in the Contract Data.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to

the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

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

13. Insurance

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

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

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

13.3(a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of 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 on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date. The Engineer shall approve the updated Programme no later than five (5) calendar days after receipt from the Contractor.

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 and for ensuring safety of all road users.

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, free from all encumbrances, to the Contractor as defined in the Contract Data.

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, Inspections and Audit

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

23.2 The Contractor shall permit the ADB to inspect the Contractor's accounts, records and other documents relating to the submission of Bids and Contract performance and to have them audited by auditors appointed by the ADB. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the

investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the ADB.

24. Dispute Redressal System

24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer within 30 days of its occurrence. 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 described in Clause 25, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

25. Arbitration

25.1 If arbitration is allowed and if the amount of the claim exceeds the amount indicated in the Contract Data, either party will have the right of appeal against the decision of the competent authority nominated under clause 24.1 to the body as specified in the Contract Data. If the amount of the claim is less than the amount indicated in the Contract Data the decision of the competent authority referred in clause 24.1 will be final and binding.

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 shall conduct management meetings at least once a month. The business of a management meeting shall be to review progress of Works against approved Programme of Works.

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

C. Quality Control

30. Identifying Defects

30.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

31. Tests

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

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

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

32. Correction of Defects

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

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

32.1.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 and clause 32.1.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and arrange for the correction of Defects at Contractor's cost.

33. Routine Maintenance

33.1 The Contractor shall do the routine maintenance of roads as defined in the Contract Data and keep roads in Defect free condition during the entire maintenance period which begins at Completion Date and ends after five years.

33.2 The routine maintenance shall meet the minimum requirements as defined in the Contract Data

33.3 To fulfil the objectives laid down in sub clauses 33.1 and 33.2 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

33.4 The Engineer may issue notice to the Contractor to address the maintenance issues noticed in his inspection, or brought to his notice. The Contractor shall address the maintenance issues within the period specified in the notice and submit to the Engineer a compliance report.

D. Cost Control

34. Bill of Quantities

34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, and lump sum figures for yearly routine maintenance for each of the five years separately, to be done by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads. The payment to the Contractor for routine maintenance of roads is performance based.

35. Variations and Price Adjustments

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.

35.2 Price adjustments shall be calculated as stated in the Special Conditions of Contract.

36. Payments for Variations

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

36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities/ Schedule of Rate applicable for the PMGSY work.

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 applicable to the PMGSY Works. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates**38.1 The payment to the Contractor will be as follows for construction work:**

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

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

- (a) The Contractor shall submit to the Engineer a bill every quarter for the routine maintenance of the roads from the date the maintenance period starts i.e. from the Completion Date as defined in Clause 1.1. It will be supported with a copy of the record of the Contractor's monthly inspection, record of maintenance activities done in the billing period (identifying timeline of start and completion), statement in compliance with Minimum Requirements for Routine Maintenance Activities and other instructions received from the Engineer.
- (b) If the bill for a quarter is not received from the Contractor by the 10th day of the succeeding quarter or/ and if the Engineer has not certified that the Contractor has addressed maintenance issues brought to his notice under Clause 33.4 within the specified period, no payment will become due to the Contractor for that quarter.
- (c) If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that quarter.
- (d) If the Contractor has failed to produce all supporting documents to the bill specified under Cl. 38.2(a), no payment of any kind will be due to the Contractor for the reporting period.
- (e) The Engineer will certify the bill for Routine Maintenance upon verification and assessing the actual compliance with Minimum Requirements for Routine Maintenance Activities. The total Payment due to the Contractor will be 100% of the Base Payment if total weighted percentage of compliance with the maintenance standards is at least 90%. In case of compliance between 90% and 70%, a percentage of the Base Payment for Routine Maintenance will be paid equal to the weighted percentage of compliance with maintenance standards calculated as provided in the Contract Data. If weighted percentage of compliance with maintenance standards during a billing period falls short of 70%, no payment will be made to the Contractor for that billing period.

39. Payments

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

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

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

39.4 Payment for the routine maintenance of the roads will be made quarterly for the satisfactory maintenance of the Works, certified by the Engineer and based on the quarterly bills submitted by the Contractor as per Clause 38.2 above.

39.5 The Employer shall have the right to cause Audit and Technical Examination of the Works and the final bills of the Contractor including all supporting vouchers, abstracts etc. to be made as per payments of the final bills. If as a results of such Audit and Technical Examination (i) any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or (ii) any work claimed by him to have been done under Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Employer to recover the same from the retention money of the Contractor or from any dues payable to the Contractor from the Employer's account. If it is found that the Contractor was paid lesser than what was due to him under the Contract in respect of Works executed by him under it, the amount of such underpayment shall be duly paid by the Employer to the Contractor.

39.6 In the case of any audit examination and recovery consequent on the same the Contractor shall be given an opportunity to explain his case and decision of the Employer shall be final binding and conclusive.

39.7 In the case of Technical Audit, consequent on which there is a recovery from the Contractor, no recovery should be made without orders of the Employer whose decision shall be final. All action under this clause should be initiated and intimated to the Contractor within a period of twelve months from the date of completion.

40. Compensation Events

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

- a) The Engineer orders a delay exceeding 30 days continuously.
- 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

42.1 All payments will be made in Indian Rupees.

43. Retention Money

43.1 The Employer shall deduct the amount specified in the Contract Data, from each payment due to the Contractor (except advance payment) until completion of the whole of the construction Works, as retention money, to cover any uncorrected Defects that may be found during the Defect Liability Period.

43.2 The total retention money shall be released to the Contractor as follows: half the total amount, upon issuance of Certificate of Completion; one-fourth of the amount, at the end of the 3rd year after completion; and

the remaining balance (one-fourth of the amount), at the end of the 5th year after the completion, subject to Engineer's certification that all Defects found to date have been corrected.

43.3 The Contractor shall have the option to replace the retention money with a fixed deposit receipt of equivalent amount pledged in the name of the Employer.

44. Liquidated Damages

44.1 Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of Works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not to by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the Contractor have agreed that this is a reasonable agreed amount of liquidated damages and the total amount of liquidated damages shall not exceed the percentage of the Contract Price as given in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractors. Payment of liquidated damages shall not affect the Contractor's other liabilities.

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

45. Advance Payment

45.1 Mobilization advance: Mobilization advance not exceeding 5% (Five percent) of the Contract Price shall be given if requested by the Contractor within one month of the date of **Notice to Proceed with the Work** the work. In such a case the Contractor shall furnish Bank Guarantee from a scheduled commercial bank for the equal amount in favour of the Employer before sanction and release of the advance. In case of a foreign Contractor the Bank Guarantee may be from a financial institution which is located outside of India, however, it shall have a correspondent financial institution in India, to it make enforceable. This advance shall be Interest free.

45.2 Advance on plant and machinery: **If requested by the Contractor,** advance up to 5% (five percent) of the Contract Price shall be given only on new plant and machineries required for the Works and brought to site by the Contractor. In such a case the Contractor shall furnish Bank Guarantee from a scheduled commercial bank for the equal amount in favour of the Employer before sanction and release of the advance. In case of a foreign Contractor the Bank Guarantee may be from a financial institution which is located outside of India, however, it shall have a correspondent financial institution in India, to it make enforceable. The advance shall be limited to 90% (ninety percent) of the price of such new plant and equipments already paid by the Contractor for which the Contractor shall produce certified copies of the payment vouchers (not bills). This advance shall be interest free. This advance shall be made against hypothecation of plants and machineries in favour of the Employer.

- (a) The Contractor shall not remove these plants and machineries from the work site without prior written permission from the Engineer
- (b) The Contractor shall submit an affidavit along with the application that he has not received or applied for advance against plant and machineries for which the advance is applied, in any other agreement/office/institution.
- (c) The Contractor shall indemnify the Employer regarding any claim(s) or damage(s) or compensation on any account whatsoever. Payment of all such Claims, damages, compensation, etc. shall be the sole liability of the Contractor.
- (d) The Employer shall sanction Plant and Machinery advance(s).

45.3 Recovery of advances: The recovery of above advances (mobilization, plants and machineries) shall be in equal monthly installments on pro-rata basis (after 15% (fifteen percent) of Contract work is executed)

from each of the further running bills. However, all these advances shall be fully recovered **when** 80% (eighty percent) of Contract is complete or when 75% (seventy five percent) of stipulated or validly extended period is over; whichever event is earlier.

46. Performance Security

46.1 Within 15 days after receipt of the Letter of Acceptance, but before signing the Contract, a Performance Security in the amount specified in the Letter of Acceptance and other document as specified in the **Letter of Acceptance** shall be delivered by the Contractor to the Employer.

46.2 The Performance Security shall be in the form of an unconditional bank guarantee in the name of the Employer from a scheduled commercial bank. In case of a foreign Contractor the Performance Security may be in the form of an unconditional bank guarantee in the name of the Employer from a financial institution which is located outside of India, however, it shall have a correspondent financial institution in India, to make it enforceable.

46.3 Failure of the successful Bidder to comply with the requirements of delivery of Performance Security shall constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful Bidder who fails to comply with the above requirements is liable to be debarred from participating in Bids under PMGSY for a period of one year.

46.4 The Performance Security shall be released to the Contractor when the period of five years fixed for routine maintenance is over and the Engineer has certified that the Contractor has satisfactorily carried out the routine maintenance of the Works. If the routine maintenance part of the Contract is not carried out by the Contractor as per this Contract, the Employer will be free to carry out routine maintenance and the amount required for routine maintenance will be recovered from the amount of Performance Security available with the Employer and/or from any amount due to the Contractor as payments for Works and routine maintenance carried out under the Contract.

47. Cost of Repairs

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

E. Finishing the Contract

48. Completion

48.1 On completion of the Works, the Contractor shall provide details of the engineer / person responsible for Routine Maintenance complete with address, telephone No., mobile telephone No., email address and authority letter to execute and carry out Routine Maintenance and be responsible for the monthly inspection and work record reports. The Contractor shall then 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 within 30 days from the date of completion.

48.2 The Contractor shall request the Engineer to issue the certificate of completion of the Routine Maintenance and the Engineer will do so upon deciding that the Routine Maintenance is completed within 30 days from the date of completion.

49. Taking Over

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

49.2 The Employer shall take over the responsibility for the Routine Maintenance of the road within 7 days of the Engineer issuing a certificate of completion of the Routine Maintenance.

50. Final Account

50.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for Works under the Contract within 21 days of issue of certificate of completion of construction of Works. The Engineer shall issue a Defect Liability Certificate and certify any payment that is due to the Contractor for Works within 42 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of Works will be made within 14 days thereafter.

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

50.3 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract 21 days before the end of the Routine Maintenance Period. The Engineer shall issue a Routine Maintenance Completion Certificate and certify any final payment that is due to the Contractor within 42 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bills for routine maintenance will be made within 14 days thereafter.

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

51. Operating and Maintenance Manuals

51.1 "As built" Drawings and/or operating and maintenance manuals are required and that the Contractor shall supply them by the dates stated in the Contract Data.

51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Termination

52.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

52.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- f) the Contractor fails to provide insurance cover as required under clause 13;

- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract pursuant to GCC 52.5 .
- 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.
- l) The Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days.
- m) The Employer is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- n) A payment certified by the Engineer is not paid by the Employer to the Contractor within 84 days of the date of the Engineer's Certificate.

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.

52.5 Asian Development Bank (ADB) requires that Borrowers (including beneficiaries of ADB loans), as well as Contractors, Sub-Contractors, manufacturers, and Consultants under ADB-financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this policy, the ADB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (b) will cancel the portion of the financing allocated to a Contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that Contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (c) will sanction a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered Contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.

53. Payment upon Termination

53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall (i) forfeit the Performance Security, and (ii) issue a certificate for value of the Works done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the amount calculated through the percentage to apply to the value of the Works not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds the amount of payment due to the Contractor, the difference shall be recovered from the retention money. If any amount is still left un-recovered it will be a debt payable to the Employer”.

53.2 If the Contract is terminated at the Employer's convenience, or because of the fundamental breach of Contract by the Employer, 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.

56.3 The Contractor shall comply with all relevant (a) labor laws and regulations applicable to the Contractors personnel, including staff, consultants, Contractors, and agents; and (b) workplace health and safety laws.

56.4 The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline.

56.5 The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.

56.6 The Contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

56.7 The Contractor shall not employ any child to perform any work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age of 14, as specified under applicable national, provincial, or local law of the relevant State of India.

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.

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

57.3 Normal working hours are indicated in the Contract Data

58. Drawings and Photographs of the Works

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

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

59. The Apprentices Act 1961

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

60. Environment Protection

60.1 The Contractor shall ensure that all environmental mitigation measures are followed during construction, operation and maintenance, and in accordance with the requirements of the approved Environmental Management Plan (EMP) provided in Enclosure IV and the Project road-specific EMP provided with the detailed project report.

60.2 If the Contractor does not comply with the provisions of the EMP, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

60.3 The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations. In following the requirements of the approved EMP provided in Enclosure IV, the Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the implementation and mitigation measures set forth in the EMP, and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer. Such reports shall be monitored by the Employer and/or its Consultants.

60.4 Major Environmental Mitigation Measures - The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) to avoid adverse impacts, limit damages and nuisance to people and property resulting from pollution, noise and other results of his operations and comply with the requirements of the Environmental Management Plan (EMP) provided in the Enclosure IV. The Contractor shall secure and renew applicable environmental permits and clearances in a timely manner. The Employer shall be indemnified against any claims arising out of non-obtaining of the NOC by the Contractor. The Contractor shall ensure that emissions, surface discharges and effluents from Contractor's activities shall not exceed values stated in the Specifications or prescribed by applicable laws.

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

60.6 Mitigation Measures for Borrow Pits - Borrow pits shall not be dug in the right-of-way of the road. These shall not be dug continuously. Ridges of not less than 2 to 3M width should be left at intervals not exceeding 300M. Small drains shall be cut through the ridges to facilitate drainage, the depth of the pit should be so located that their bottom does not cut an imaginary line having a slope of 1 vertical to 4 horizontal projected from the edge of the final section of the bank, the maximum depth in any case being limited to 1.5M. Also no pit shall be dug within the offset width from the toe of the embankment required as per the consideration of the stability etc. The Contractor shall obtain representative samples from each of the identified borrow area and have these tested at the site laboratory for a testing programme approved by the Engineer. It shall be ensured that the subgrade material when compacted to the density required shall yield the designed CBR value of the subgrade. The surface area of the borrow pit should be minimized. Stripped materials should be stored away so as not to disturb natural drainage and should be protected so as not to be eroded into surface water. Top soil should be stored in specific piles and the excess top soil utilization should be discussed with the local residents if required. Ponding of surface water should be prevented through adequate drainage. The site has to be restored after construction activities have ceased. Stripped materials should be spread to suitable contours to promote natural percolation, regrowth of natural vegetation and natural drainage. The site restoration work should be conducted before equipment is allowed to leave the site. The Site Engineer should report in writing that the necessary environmental restoration work has been adequately performed before acceptance of the work. The Contractor should include the cost of all these operations, excepting which are provided in the BOQ, to be borne without any extra payment.

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

60.8 Mitigation Measures for Work Camp, Location and Operations - The Contractor shall consult Engineer before locating project offices, sheds, and construction plants. Camps should not be located within 500

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

60.9 Mitigation Measures for Labour Camp location and management - Labour camps shall not be located near settlements or near drinking water supply intakes or to negatively impact local residents' access to drinking water. Camps shall not be located in the vicinity of land-slide and flat plains.. The camps shall be operated within a self-sufficient infrastructure. No trees should be cut for fuel-wood, and removal of vegetation should be minimized. The Contractor shall prohibit employees from poaching wild life and cutting trees. Workers' camp shall be provided with pit latrines for answering nature's call. This will help in preventing soil contamination and improving hygienic condition of workers' camp. The waste water generated by the workers' camp be passed through settling tank before sending it for treatment. Water and sanitation facilities shall be provided for employees. Solid waste shall be managed according to preference hierarchy, i.e., recycling, burial and burning. The Contractor shall recruit, to the maximum possible extent, local persons for the labour force and should provide appropriate training where necessary. On conclusion of work, all temporary structures, including sleeping quarters, cooking and food storage structures and latrines shall be removed to prevent encroachment within the road right-of-way. The Contractor should report in writing that the camp has been vacated and restored to pre-project condition.

60.10 The Mitigation Measures for Earthwork - Exposed slopes shall be protected using conventional civil engineering structures in conjunction to the bio-engineering technique as provided in the BOQ.

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

60.12 Mitigation Measures for Air and Noise Pollution - All heavy equipments and machinery shall be fitted with Air Pollution Control and Noise Dampening devices that are operating correctly. Stockpiled sand and soil shall be slightly wetted before loading, particularly during windy weather. Vehicles transporting sand and soil shall be covered with tarpaulin. Stockpiled sand should be sprinkled regularly with water and dust suppression measures be taken to contain air pollution. All heavy equipments shall strictly follow the noise regulation.

60.13 Discoveries - Anything of historical or other interest or of significant value unexpectedly discovered at the Site shall be the property of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these discoveries. The Contractor shall promptly notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

60.14 Bill of Quantities - The Contractor shall absorb the mitigation implementation cost, including for the Project Road-specific EMP provided with the detailed project report, into the rates quoted in the Bill of Quantities except where separate provisions are made in the BOQ. The Contractor shall also include the cost of work camp and labour camp operations and area restoration within labour rates. Standard EMP (Enclosure IV) forms part of the Contract Document.

61. Health & Safety Measures

61.1 The Contractor shall:

- i) conduct health and safety programs for workers employed under the project, and shall include information on the trafficking of women and the risk of sexually transmitted diseases, including HIV/AIDS in such programs. The Contractors shall carry out HIV/AIDS awareness programs for labor and disseminate information at worksites on risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction and maintenance.
- ii) cooperate with the Engineer who will coordinate with State AIDS Control Society and other public health agencies to carry out HIV/AIDS awareness programmes for labour and dissemination of information at worksites on risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction.;
- iii) follow legally mandated provisions on health, safety, welfare, sanitation and working conditions and appropriate working campsites during the construction period;
- iv) at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment;
- v) provide fencing, lighting, guarding and watching of the Works until completion and taking over by the Employer;
- vi) provide any Temporary Works (including roadways, footpaths, guards and fences) which may be necessary, because of the executing of the Works, for the use and protection of the public and owners and occupiers of adjacent land;
- vii) the Contractor shall at all times take all reasonable precautions to maintain the health and safety of Contractor's Personnel and to provide a safe work environment. In collaboration with local health authorities, the Contractor shall ensure availability of first aid facilities, medical staff, sick bay ambulance service to Personnel;
- viii) the Contractor shall make suitable arrangements for all necessary welfare and hygiene requirements and for the prevention of epidemics to include: (a) provision of a sufficient supply of suitable food, (b) adequate supply of drinking water and other water for the use of the Contractor's Personnel, and (c) protection from insect and pest nuisance; ; and
- ix) maximise employment of females and local poor and disadvantaged persons for construction and routine maintenance purposes provided that the requirements for efficiency are adequately met.
- x) The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer

62. Eligibility

62.1 The Contractor shall have the nationality of an ADB member country. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-Contractors or suppliers for any part of the Contract including related services.

62.2 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment and services.

62.3 For purposes of GCC 62.2, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a

commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

63. Social Safeguards

63.1 The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

63.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

63.3 The Contractor shall send, to the Engineer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

63.4 HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme through an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

63.5 The Contractor shall throughout the Contract (including the Defects Liability Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Sub-Contractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to, Sexually Transmitted Diseases (STD) – or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS programme, of all Site staff and labour.

63.6 The Contractor shall include in the programme to be submitted for the execution of the Works an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements. For each component the programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this programme shall not exceed the Provisional Sum dedicated for this purpose.

63.7 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental spiritual, moral or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

63.8 The Contractor shall submit, to the Engineer, records showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the Completion Date stage.

64. Technical Support Consultant (TSC)

64.1 The TSC will conduct an oversight and report on actions taken to comply with the environmental safeguards, social including gender safeguards, routine maintenance and traffic safety requirements. The Contractor shall cooperate with the TSC.

65. Project Implementation Consultant (PIC)

65.1 Monitoring of Works and actions related to environmental safeguards, social including gender safeguards, routine maintenance and traffic safety will be conducted by the Engineer with the assistance of the PIC. The Contractor shall cooperate with the PIC. PIC details are contained in Enclosure IIC.

Contract Data to General Conditions of Contract

Clause Reference

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

1. The Employer is : **MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY** [Cl.1.1]
acting through Chief Executive Officer

Designation : **Chief Executive Officer**

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

Telephone No. (s): Office : 0755-2572207

Mobile No.:

Facsimile (FAX) No.: 0755 2573396

Electronic Mail Identification (E-mail ID): mp-cexo@nic.in & cgm_1@rediffmail.com

Name of authorized Representative: **Engineer in chief / Chief General Manager and
 General Manager of Concerned PIU**

- 2. The Engineer is: Head of respective Project Implementation Unit of the District where the Contract package is situated. The responsibilities of the Engineer may be delegated to the Supervision Quality Control Consultant appointed by the Employer for specific purposes.** [Cl.1.1]

3. The Intended Completion Date for the whole of the Works is: [Cl.1.1, 17&27]
As indicated in the NIB reckoned from Start Date.

4. Routine Maintenance : **5 Years from the Date of actual Completion of all works in the package.** [Cl.1.1]

Routine Maintenance operations during the period of 5 years shall be based on Chapter 11 of Rural Roads Manual. Its specific provisions are:

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

(ii) **Clause 11.3, *ibid***, defines different maintenance activities. For example, fog seal, bituminous surface treatment, etc.

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

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

(v) **Clause 11.7, *ibid***, discusses in details the assessment of Defects and maintenance measures for sealed roads, roads with rigid / RCC and Roads with special pavement.

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

(vi) **Appendix 11.1 *ibid*** lays down the periodicity of routine maintenance and is modified at Cl. 33.2.

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

(viii) **Appendix 11.4, *ibid***, explains the nature of activities in maintenance of shoulders, drainage structures and causeways.

Note:- Notwithstanding anything to the contrary in the Rural Road Manual or anywhere else in the document, it must clearly be understood that any or all repairs / maintenance etc. in the carriageway shall be deemed to be also included in “Defect Liability”.

5. The Site is located at : **As indicated in Enclosure I/NIB** [Cl.1.1]

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

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

(b) The Works consist of “Construction/ Upgrading of Rural Roads under Pradhan Mantri Gram Sadak Yojana. The Works shall, inter-alia, include the following, as specified or as directed [Cl.1.1]

(A) **Road Works**

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

(B) **C.D. Works including Bridges**

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

(C) **Maintenance and Other Items**

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

8. Sectional completion is “Completion of whole works of the package” as mentioned in Enclosure-III [Cl. 2.2]

9. (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]

10. The Engineer shall obtain the specific approval of the Employer before taking any of the following actions: [Cl.4.3]

- (i) approving a Variation,
- (ii) approving a new item rate or revised item rate for a BOQ item,
- (iii) approving subletting of any part of the Works,
- (iv) approving an extension of time,
- (v) deciding liquidated damages

11. Subcontracting: No subcontracting is permitted for Contracts costing below Rs. 5 Cr. [Cl.7.1]
The subcontracting shall be limited to 25% of Contract Price for Contracts costing Rs.5 Cr. and above.

12. The Schedule of Other Contractors: Not Applicable [Cl. 8.1]

13. A. The Technical Personnel for construction work Package for average 25 km of roads length is: [Cl. 9.1]

Position	Minimum qualification	Number		Experience in Road Works
		Package upto 15 km Road length	Package between 15 to 25 km Road length	
Project Engineer	Degree Holder in Civil Engineering	1	1	Minimum 3 years
Assistant Project Engineer	Degree Holder in Civil Engineering	-	1	Minimum 2 years
Material Engineer	B.E. Civil	1	1	Minimum 2 years
Field Engineer	Diploma in Civil Engineering	1	1	Minimum 2 years

Note :(i) For packages with road length greater than 25 km, pro rata increase rounded to higher whole number shall be applicable.

(ii) For packages with road length less than 5 km, one Project Engineer and one Material Engineer or a lab Technician will be required.

B. For field testing laboratory ;

Technical Personnel	Qualification with experience	Number for 25 km road
Lab Technician	Diploma in Civil Engineering or Diploma in Lab Technology with 5 year practical experience	1
Lab Assistants	10+2 or equivalent with science having 2 year experience	1

Note :(i) For packages with road length greater than 25 km, pro rata increase rounded to higher whole number shall be applicable.

C. For routine maintenance:

Position	Minimum Qualification	Number	Experience in Road Works
Road Manager-cum-Maintenance Engineer	A. Degree Holder in Civil Engineering or	One for 6 roads	Minimum 2 years
	B. Diploma Holder in Civil Engineering	i.e upto 25 km	Minimum 5 years

Note: (i) For packages with roads length greater than 25 km, in 6 (six) roads or above, the pro rata increase in the number of Personnel shall be applicable.

D. The amount of compensation is Rs.50000 or 1% of Contract Price whichever is higher per month till the issue is decided by the Employer. [Cl.9.4]

14. Amount and deductible for insurance are: [Cl. 13.1]
- for loss of or damage to the Works, Plant and Materials:
Amount: 10 % of Contract Amount
Deductible equal to Amount charged by the Insurance Company for such Insurance
 - loss of or damage to Equipment:
Amount: covered under 14 (a) above
Deductible covered under 14 (a) above
 - loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract:
Amount: not required
Deductible not required
 - Personal injury or death
Amount: Rs. 10 Lacs
Deductible equal to Amount charged by the Insurance Company for such Insurance

15. Site investigation report: NIL [Cl.14.1]

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

S.No.	Name of Equipment/Machinery	Quantity for 25 Km. Road Length
1	Static Roller	3
2	Vibratory Roller	1
3	Truck/ Dumper	10
4	Water Tanker	4
5.	Hot Mix plant with paver, loader etc.	1
6	Excavator / Dozer	1

Note: Above plant and equipments are for road construction packages comprising road length upto 25 km. For road packages above 25 km length, the prorata increase in number of plant and equipment shall be applicable.

17. Possession of the Site: At the Start Date of the Works the Employer shall handover the Possession of at least 75% of the Site. [Cl 21.1]
18. (a) Competent authorities are: [Cl. 24.1.]
Chief Executive Officer, MPRRDA -: Full powers
19. The amount is : Rs.50000. [Cl.25.1]
Competent Authority : Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhinyam 1983.
- 20.(a) The period for submission of the Programme for approval of Engineer shall be 15 days from the issue of Letter of Acceptance. [Cl.26.1]
- (b) The updated Programme shall be submitted at interval of 30 days or as directed by Engineer. [Cl. 26.4]
- (c) The amount to be withheld for late submission of an updated Programme shall be 0.25% (zero point two five percent) of Contract Price for each defaults of 30 days or part thereof. Repeated default for consecutive 3 months may result in forfeiture of the withheld amount. [Cl. 26.4]
21. The key equipments for field laboratory shall be: [Cl.31.1a]
As per annexure 1800.1 book of Specifications for Rural Roads
22. Minimum requirements for Routine Maintenance Activities [C 33.2]

Note: Time limit for addressing maintenance issue counts from the moment of the inspection which detected the maintenance issue, or from the moment the issue was brought to the knowledge of the Maintenance Contractor.

Sl. No.	Name of Item/Activity	Time Limit / Frequency of Operations
1	Maintenance inspections	Every 30 days
2	Inspection of drainage system, bridges and structures	Together with maintenance inspections, and additionally: (i) within 3 days after first flash flood (ii) within 3 days after every heavy flood
3	Maintenance of bituminous surfaced road and / or gravel road and / or WBM road including filling pot holes, crack sealing, repairing pavement edges, patch repairs, etc	Within 1 month.
4	Maintenance of rigid paved road including cracking, spalling, pumping, etc	Within 1 month
5	Repair and painting of speed breakers	Repair: within 1 month. Painting: quarterly
6	Cleaning of surface drains including reshaping to maintain free flow of water	(i) During non-rainy season: as and when required based on inspections (within one month) (ii) Within one month before the onset of rainy season (iii) During rainy season: within 7 days after each heavy flood
7	Cleaning and clearing of bridges, culverts, pits, vents, debris arrestors and roadside gutters for free flow of water	(i) During non-rainy season: as and when required based on inspections (within one month) (ii) Within one month before the onset of rainy season (iii) During rainy season: within 7 days after each heavy flood
8	Maintaining road shoulders free from edge drop offs exceeding 40 mm, roughness, scouring, or potholes	Within 1 month
9	Restoration of rain cuts and dressing of berms	(i) In areas having rainfall less than 1500 mm per year: once a year, within 2 months after the rainy season (ii) In areas having rainfall more than 1500 mm per year: within 1 month
10	Replacement of missing/damaged signs, proper positioning	General maintenance: monthly Replacement of damaged/missing signs and proper positioning: within 7 days.
11	Repairing of damaged guard rails, parapet rails	General maintenance as and when required (within 3 months). Repairing: within 1 month
12	Maintenance and re-fixing of 200 m, 1 km stones and guard stones	General maintenance as and when required (within 3 months).. Repairing: monthly.
13	White washing guard stones, trees, utility poles adjacent to carriageways and parapets of C.D. Works	Quarterly
14	Cutting of branches of trees, shrubs and trimming of grass and weeds etc.	(i) In areas having rainfall less than 1500 mm per year: once a year, within 2 months after the

		rainy season (ii) In areas having rainfall more than 1500 mm per year: within 2 months (iii) In all areas: removing vegetation obstructing signs and sightlines: every month
15	Removal of debris and mud from the road surface	(i) Routine removal: within 7 days after detection (ii) Within 7 days after each heavy rain/stormy event
16	Alerting the Employer on roadside developments encroaching on ROW	Within 7 days after detection

23. The percentage of Variation of items of work for which there shall be no **revision** in rates shall be 25 (Twenty Five) percent [Cl 36.1]

24. Form for calculating weighted percentage of compliance with the maintenance standards for the billing period [38.2(e)]

Note:

(i) Total weight will be 1.00

(ii) Percentage of compliance for a specific item will be calculated as follows:

- 100% if fully complied both in terms of scope and timing
- Zero if not fully complied both in terms of scope and timing

(iii) Weighted percentage for each item will be calculated as a multiplication of Weight and Compliance Percentage

(iv) Total weighted percentage of compliance with the maintenance standards is calculated as the sum of the weighted percentages for each item

Sl. No.	Name of Item/Activity	Weight (1)	Compliance Percentage (100% or zero) (2)	Weighted percentage (3) = (1) x (2)
1	Maintenance of bituminous surfaced road and / or gravel road and / or WBM road including filling pot holes, crack sealing, repairing pavement edges, patch repairs, etc	0.40		
2	Maintenance of rigid paved road including cracking, spelling, pumping, etc	0.03		
3	Repair and painting of speed breakers	0.02		
4	Cleaning of surface drains including reshaping to maintain free flow of water	0.02		
5	Cleaning and clearing of bridges, culverts, pits, vents, debris arrestors and roadside gutters for free flow of water	0.03		
6	Maintaining road shoulders free from edge drop offs exceeding 40 mm, roughness, scouring, or potholes	0.25		
7	Restoration of rain cuts and dressing of berms	0.05		
8	Replacement of missing/damaged signs, proper positioning	0.03		
9	Repairing of damaged guard rails, parapet rails	0.03		
10	Maintenance and re-fixing of 200 m, 1 km stones and guard stones	0.02		
11	White washing guard stones, trees, utility poles adjacent to carriageways and	0.05		

Sl. No.	Name of Item/Activity	Weight (1)	Compliance Percentage (100% or zero) (2)	Weighted percentage (3) = (1) x (2)
	parapets of C.D. Works			
12	Cutting of branches of trees, shrubs and trimming of grass and weeds etc.	0.03		
13	Removal of debris and mud from the road surface	0.02		
14	Alerting the Employer on roadside developments encroaching on ROW	0.02		
Total weighted percentage of compliance with the maintenance standards for the billing period:				

25. The authorized person to make payments is: [Cl.39.2]
To be nominated by the Employer after the award of the Contract

26. The amount of retention money deducted from each payment due to the Contractor is: [Cl.43.1]
Five percent (5%) of the gross bill amount.

27. (a) Milestones to be achieved during the Contract period [Cl.44.1]

(1) 1/8 (one eighth) of the entire value of Works up to 1/4 (one quarter) of the period allowed for completion of Works

(2) 3/8 (three eighths) of the entire value of Works up to 1/2 (one half) of the period allowed for completion of Works

(3) 3/4 (three quarters) of the entire value of Works up to 3/4 (three quarters) of the period allowed for completion of Works

(b) Amount of liquidated damages for delay 0.25% (Zero Point Two Five percent) of the Initial Contract Price rounded off to the nearest thousand, per week; **(i.e 0.036% (Zero Point zero three six per cent, per day)**

(c) Maximum limit of liquidated damages for delay in completion of work 5% (Five) per cent of the Initial Contract Price rounded off to the nearest thousand.

28. The date by which “as-built” drawings (in scale as directed) and the Operating and Maintenance Manuals, in 2 sets of each are required is: Within 28 days of issue of Certificate of Completion of whole or section of the Works, as the case may be. [Cl.51.1]

29. The amount to be withheld for failing to supply “as-built” drawings and the Operating and Maintenance Manuals by the date required is: [Cl.51.2]
2% of the Contract Price or Rs. 5 (Five) Lakhs, whichever is less. Default for consecutive 3 months may result in forfeiture of the withheld amount.

30. (a) The period for setting up a field laboratory with the prescribed equipment is: [Cl.52.2 (i)]
30 days from the date of Notice to Proceed with the Work

(b) The following events shall also be fundamental breach of Contract: [Cl.52.2 (j.)]
The Contractor has contravened Clause 7.1 and/or Clause 9 of General Conditions of Contract

31. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 (Twenty) percent. [Cl.53.1]
32. 8 hours [Cl.57.3]
33. The amount to be withheld for failing to comply with the provisions of the EMP is:
2% of the Contract Price or Rs. 5 (Five) Lakhs, whichever is less. Default for consecutive 3 (three) months may result in forfeiture of the withheld amount. [Cl. 60.2]

Appendix to Part I General Conditions of Contract

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

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
- i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 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.

Conditions of Contract

Part – II Special Conditions of Contract

These conditions are added to the Part I “General Conditions of Contract”

GCC Cl.35 Variations and Price Adjustments

Clause 35.2 Price adjustment on account of inflation or deflation will (i) apply to the cost of Bitumen/Emulsion/Steel/Fuel and Lubricants/Cement, (ii) will apply only for Works executed prior to the Intended Completion Date, and (iii) will be calculated as provided below: [Cl 35.2]

A. Adjustment for Price of Bitumen/Emulsion/Steel: Any variation (plus or minus) in the cost of bitumen/steel will be paid or deducted on the cost of theoretical consumption of bitumen/steel calculated in accordance with MORD Standard Data Book. The difference in price will be worked out on the basis of basic rates prevailing on the last date for submission of BID. This difference in prices will be calculated based on Bulk Supply Rates of nearest Govt. refinery (for bitumen/emulsion) or rates of Steel Authority of India (for steel), as applicable. The bitumen/emulsion has to be brought from public sector oil refineries situated in India. The basis for calculating price adjustments will be the rates of nearest to the Works site public sector oil refinery and that of nearest Steel Authority of India Ltd. stock yard, as applicable during the billing period

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

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

- V_r = The amount of variation in the cost of fuel and lubricants.
 R_1 = The cost of executed Works during the month.
 F_0 = The official retail price of High Speed Diesel at the existing consumer pumps of Indian Oil Corporation of the district headquarter where the Employer is situated, on the last date for submission of BID.
 F_1 = The average official retail price of High Speed Diesel at the existing consumer pumps of Indian Oil Corporation of the district headquarter where the Employer is situated, during the billing period.
 Pr = 10 (Ten)

C. Adjustments for Price of Cement: Any variation (plus or minus) in the cost of cement will be paid or deducted on the basis of the actual consumption of cement used in the permanent Works according to the formula given below:

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

- V_c = The amount of variation in the cost of cement.
 S = Basic price for cement on the last date for submission of BID
 M = Cost index for cement prevailing during the billing period (which shall be the latest available index for cement, as shown in “Index Numbers of wholesale prices in India - By Groups and Sub-Group (Month end/year end data)”, released by the Office of the Economic Adviser, Ministry of Industry, Government of India.

Mc = Base cost index for cement prevailing on the last date for submission of BID (which should be taken from “Index Numbers of wholesale prices in India - By Groups and Sub-Group (Month end/year end data)”, released by the Office of the Economic Adviser, Ministry of Industry, Government of India.

T = Quantity of cement in metric tons, based on theoretical consumption calculated in accordance with MORD Standard Data Book.

In determining the amount of price adjustment on account of inflation or deflation, no account shall be taken of any overheads or profits.

GCC CL. 38 Payment Certificates

38.2 The payment to the Contractor will be as follows for Routine Maintenance of the Works.

(a) (i) The form of maintenance inspection report shall be:

ROAD MAINTENANCE INSPECTION REPORT						
CONTRACT NUMBER: _____						
MONTH: _____ YEAR: _____						
RMI FINDINGS						
{Among others, Minimum Requirements for Routine Maintenance Activities should be consulted as a prompt list}						
Road Name	Date of Inspection	Issue	Location & Chainage	Actions to be taken	Timeline	Name & Signature of Inspector

(ii) The form of record of maintenance activities shall be:

RECORD OF ROAD MAINTENANCE ACTIVITIES				
CONTRACT NUMBER: _____				
MONTH: _____ YEAR: _____				
ROAD MAINTENANCE ACTIVITIES				
{Complete for all activities as per the statement on compliance with minimum requirements for road maintenance.}				
Road Name	Activity	Location & Chainage	Start Date	End Date

(iii) The form of Statement on Compliance with Minimum Requirements for Routine Maintenance Activities

S.No	Name of Item/Activity	Time Limit / Frequency of Operations	Compliance: Yes/No	Comments
1	Maintenance inspections	Every 30 days		
2	Inspection of drainage system and structures	Together with maintenance inspections, and additionally: (i) within 3 days after first flash flood (ii) within 3 days after every heavy flood		
3	Maintenance of bituminous surfaced road and / or gravel road and / or WBM road including filling pot holes, crack sealing, repairing pavement edges, patch repairs, etc	Within 1 month.		
4	Maintenance of rigid paved road including cracking, spalling, pumping, etc	Within 1 month		
5	Repair and painting of speed breakers	Repair: within 1 month. Painting: quarterly		
6	Cleaning of surface drains including reshaping to maintain free flow of water	(i) During non-rainy season: as and when required based on inspections (within one month) (ii) Within one month before the onset of rainy season (iii) During rainy season: within 7 days after each heavy flood		
7	Cleaning and clearing of bridges, culverts, pits, vents, debris arrestors and roadside gutters for free flow of water	(i) During non-rainy season: as and when required based on inspections (within one month) (ii) Within one month before the onset of rainy season (iii) During rainy season: within 7 days after each heavy flood		
8	Maintaining road shoulders free from edge drop offs exceeding 40 mm, roughness,	Within 1 month		

S.No	Name of Item/Activity	Time Limit / Frequency of Operations	Compliance: Yes/No	Comments
	scouring, or potholes			
9	Restoration of rain cuts and dressing of berms	(i) In areas having rainfall less than 1500 mm per year: once a year, within 2 months after the rainy season (ii) In areas having rainfall more than 1500 mm per year: within 1 month		
10	Replacement of missing/damaged signs, proper positioning	General maintenance: monthly Replacement of damaged/missing signs and proper positioning: within 7 days.		
11	Repairing of damaged guard rails, parapet rails	General maintenance as and when required (within 3 months). Repairing: within 1 month		
12	Maintenance and re-fixing of 200 m, 1 km stones and guard stones	General maintenance as and when required (within 3 months).. Repairing: monthly.		
13	White washing guard stones, trees, utility poles adjacent to carriageways and parapets of C.D. Works	Quarterly		
14	Cutting of branches of trees, shrubs and trimming of grass and weeds etc.	(i) In areas having rainfall less than 1500 mm per year: once a year, within 2 months after the rainy season (ii) In areas having rainfall more than 1500 mm per year: within 2 months (iii) In all areas: removing vegetation obstructing signs and sightlines: every month		
15	Removal of debris and mud from the road surface	(i) Routine removal: within 7 days after detection (ii) Within 7 days after each heavy rain/stormy event		
16	Alerting the Employer on roadside developments encroaching on ROW	Within 7 days after detection		

GCC Cl.41 Tax

41.2 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 Employer will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.

41.3 The Contractor should hold a registration certificate under the M.P.Vanijyik Kar Adhinyam. Contractors who do not hold a registration under the M. P. Vanijyik Kar Adhinyam shall obtain registration certificate within one month from the date of signing of the Contract Agreement.

41.4 The Contractor shall also submit the clearance certificate as provided under **M.P** Vanijyik Kar Adhinyam.

41.5 Payment of contractor's final bill shall be released after submission of 'No Dues' certificate from Collector relating to the payment of royalty.

GCC Cl. 52 Termination

52. 6 If the Contractor commits a fundamental breach of Contract, the Contract shall not only be terminated, but the Contractor shall be debarred from participation in all future bids under PMGSY for the period 3 years.

SECTION 5

SPECIFICATIONS

Section 5

Specifications

1. PREAMBLE

1.1 The Technical Specifications described herein shall be read in conjunction with the other sections of Bidding Documents.

1.1.1 General: The Technical Specifications covering the materials and the workmanship aspects as well as method of measurements and payments are included in this section. These specifications cover the items of civil and non-civil works coming under scope of this document. All works shall be carried out in conformity with the same. These specifications are not intended to cover the minute details. The works shall be executed in accordance with good engineering practices followed for achieving high standards of workmanship, thus ensuring safety and durability of the construction.

1.1.2 Inclusive Documents: The provisions of General Conditions of Contract and Particular Conditions of Contract, those specified elsewhere in the bidding document, as well as execution drawings and notes, or other specifications issued in writing by the Engineer shall also form part of the technical specifications of this contract.

1.1.3 Measurement and Payment: The methods of measurement and payment shall be as described under various items and in the Bill of Quantities. Where specific definitions are not given, the methods described in Bureau of Indian Standards (BIS) Code will be followed. Should there be any detail of construction or materials which has not been referred to in the Specifications or in the Bill of Quantities and Drawings but the necessity for which may be implied or inferred therefrom, or which is usual or essential to the completion of the work, the same shall be deemed to be included in the rates and prices entered by the contractor in the Bill of Quantities.

1.1.4 The information given hereunder and provided elsewhere in these documents is given in good faith by the Employer but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim whatsoever will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.

2. GENERAL REQUIREMENTS

The Technical Specifications, in accordance with which the entire work described hereinafter shall be constructed and completed by the Contractor, shall comprise the following:

2.1 PART - I- General Specifications

2.1.1 The General Specification shall be as described for all-weather rural roads including cross drainage works, surface and sub surface drainage in “Rural Roads Manual” a publication of Indian Roads Congress (IRC:SP:20 -2002) and Book of Specifications for Rural Roads issued by Ministry of Rural Development and published by IRC, August 2004.

2.1.2 For items not covered in the Rural Roads Manual and Specifications for Rural Roads referred to above, the “Specifications for Road and Bridge Works (Fourth Revision) Aug 2001” reprinted in March 2007 along with other Addendum/Corrigendum, issued by the Ministry of Road Transport and Highways, Government of India shall be followed.

2.1.3 For items only partly or briefly covered in Rural Roads Manual and Specifications for Rural Roads, the MoRT&H Specifications for Road & Bridge Works (4th Revision) shall be used as supplement to the Specifications given in Rural Roads Manual and Specifications for Rural Roads.

2.1.4 For items not covered in Rural Roads Manual or MoRT&H Specifications for Road and Bridge Works, either BIS Specifications or District Specification as per sound engineering practice as determined by the Engineer, in that order, shall be followed.

2.2 Part – II Other Documents

2.2.1 In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference shall be made to the latest codes and specifications of IRC and BIS in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

2.3 Part – III Warranties

2.3.1 For items requiring provision of a warranty or guarantee by the Contractor, the Contractor shall provide the warranty or guarantee jointly with the manufacturer and both shall be jointly and severally responsible for repair or replacement of the item free of cost during the warranty or guarantee period as required.

SECTION 6

DRAWINGS

Section 6**Drawings****1. PREAMBLE**

1.1 The design, standards and guidelines adopted for all-weather rural roads are as per Rural Roads Manual (IRC:20-2002), MoRD Specifications for Rural Roads and all applicable specifications as detailed in Section 5).

1.2 The drawings are contained in Volume 2 of the Detailed Project Reports (DPR), which can be seen in the office of the PIU concerned.

1.3 Drawings description as per Detailed Project Reports is as under:

- (i) Key Maps
- (ii) Block Road Maps
- (iii) Index Road Maps
- (iv) Alignment Plan and Longitudinal Sections
- (v) Typical X-sections
- (vi) Drawings for Cross Drainage Structures
- (vii) Protective Works
- (viii) Traffic & Miscellaneous Drawings

1.4 Drawings to be followed for execution of work shall bear the stamp “Good for Construction” which shall be issued to the Contractor along with notice to proceed with the Work.

1.5 The drawings referred to above shall deem to form part of the Bidding Documents

SECTION 7

FORMS OF BID

Letter of Technical Bid

Date:

NIB No.:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works and routine maintenance:
insert details
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **90 days** from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any Sub-Contractors or suppliers for any part of the Contract, have nationalities from eligible countries insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Sub-Contractor and Supplier;
- (e) We, including any Sub-Contractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB 3.5;
- (f) Our firm, its affiliates or subsidiaries, including any Sub-Contractors or Suppliers for any part of the Contract, has not been declared ineligible by ADB, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (g) select one of the two options as appropriate: We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 3.4;
- (h) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by ADB.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Letter of Financial Bid

Date ://

To

**Chief General Manager
MPRRDA, Bhopal**

Description of the Works: Construction/ Upgrading and maintenance of Rural Roads under Pradhan Mantri Gram Sadak Yojana;

Identification Number of the Works : Package Number: _____ District : _____

Probable amount of Contract: Rs (in lakhs) _____

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 with the rates entered in Section 8, Bill of Quantities and Addenda for Item Rate Contract:

S.No.	Item of Work	Amount (Rs.) in Figures excluding discounts	Amount (Rs.) in Words excluding discounts
1.	Cost of Civil Work		
2.	Cost of Routine Maintenance		
3.	Total Cost (1+2)		

Note: The total cost of routine maintenance is taken from Section 10 of the Bidding Document (Enclosure I). We understand that this is a non-competitive component of our Bid.

2. Discount offered is: [insert the amount in Rs] Rupees [in figure and in words]:

Discount offered applies only to the total cost of Civil Works.

3. We undertake to commence the Works on receiving the Notice to Proceed with work in accordance with the Contract documents.

4. 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.

5. We agree to permit ADB or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

6. We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and as specified in the Bid Data Sheet.

Authorized Signature: _____
Name and Title of Signatory: _____
Name & Authorized Address of communication of Bidder: _____

Telephone No. (s) : Office _____
Mobile No. _____
Facsimile (FAX) No. : _____
Electronic Mail Identification (E-Mail ID) : - _____

SECTION 8

BILL OF QUANTITIES

Section 8**Bill of Quantities****Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices Bidded in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The contractor's rates, quoted for various item of works, shall be inclusive of overhead charges, which include all elements such as his site accommodation, setting up plant, access road, water supply, electricity and general site arrangements, expenditures on contractors office, site supervision, documentation, and “as built” drawings, mobilization/demobilization of resources, laboratory equipments, quality controls, laboratory testings, tools & plants, survey instruments, setting out of works including verification of centre line, dimensions, trial pits, bore holes, watch & ward, traffic management and road safety measures during construction, expenditure of self guarding environment, sundries, finance, VAT/sales/turnover tax, work insurance, compensation etc. and all expenditures incidental to works.
4. For the routine maintenance of roads, payment will be made as per the lump sum provision for each year of maintenance as stipulated in the BOQ. The payments will be based on satisfactory performance of routine maintenance activities as described in Contract Data.
5. The rates and prices shall be quoted entirely in Indian Rupees.
6. The rate or price shall be entered both in figures and words or in figures only (if conversion to words is done automatically) against each item in the Bill of Quantities. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to have been covered by other rates and prices entered in the Bill of Quantities and even if execution is required no payment will be made.
7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
8. General directions and descriptions of work and materials are not necessarily repeated or summarised in the Bill of Quantities. Reference to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
9. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.
10. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in the individual sections of the Technical Specifications.
11. Errors will be corrected by the Employer in accordance with Clause 27 of the Instructions to Bidders.
12. Due to mechanization of construction work, the BOQ items are relevant to use of plant and equipment. However, manual means are not ruled out in case, where work areas may be inaccessible.
13. Labour deployment shall be governed by applicable labour laws prevailing in the State where the project lies.

14. Contractor will make his own arrangement for borrowing earth, aggregates and all other construction materials and shall be responsible for royalties that become payable to the State/owners
15. The dismantled materials shall become the property of contractor for which he should consider or include the salvage value in the rates quoted.
16. The source of materials and samples are required to be approved by the Engineer before the start of any work. However the contractor shall be solely responsible for quality of materials as per specifications.
17. The rates of items include cost of testing of soil, aggregates, materials and works.
18. The approved earth obtained from excavation for road width/ foundations for structures has been considered to be backfilled and balance utilized for road work.
19. Grade of cement shall be as per mix design requirement.
20. Only VG -30 grade of bitumen will be used in all bituminous work in premix carpet unless otherwise stipulated in the Specifications.
21. It will not be obligatory on the part of the Engineer to provide any assistance to obtaining lease/permits for extraction of minor minerals. The contractor will not be entitled to any excuse whatsoever on account of any delay in obtaining minor minerals to be used on the works.
22. The work on shoulders must precede the work of sub-base and base courses and succeed the bituminous courses.
23. Dismantling or shifting of utilities will be done by the concerned department under the supervision of the Engineer. If however, certain minor utilities / services are affected during execution of works, contractor shall immediately inform the Engineer and carry out corrective measures, under the supervision of the concerned department with prior information to the users.
24. For narrow and restricted areas, plate compactors shall be used for compaction to achieve the desired density.
25. Latest I.R.C codes shall be referred to during execution.
26. All environmental safeguard measures are incidental to the work and nothing extra, whatsoever, on this account is payable to the contractor.
27. The contractor shall ensure execution of work in accordance with precautions for environmental safeguards as per MoRD Specifications Clause no. 110 and Enclosure V in Section 10 "Standard Environmental Management Plan at "construction and operation stage" of the Project.
28. The compliance of the safeguard details in the above Enclosure is mandatory and is incidental to the work where applicable and nothing extra on this account is payable.

Bill of Quantities

Project Road Name:

Package No:

District / PIU :

Contract No:

Length of Project Road:

Summary of Bill of Quantities

Sl.No	Description	Amount (Rs. In figures)
	PART A " Civil Works"	
1	Site Clearance, Dismantling and Earth Works	
2	Pavement Works (GSB, WBM, Bituminous Works) and Cement Concrete Pavement Work	
3	Cross Drainage Structures (Culverts & Minor Bridges), Drains and Protection Works	
4	Traffic Signs, Markings and Road Appurtenances, Road Safety & Road Furniture	
5	Day Work – Provisional Sums	
	Total for Civil Works	
6	Routine Maintenance	
	Total for Contract Package Cost	
	Discount offered if any:	(-)
	Net Total Bid Price for Contract Package	

Total Bid price (in figures) _____**(in words)** _____**Signature** _____**Notes:**

- (1) The item for which no rate or price has been entered it will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer ITB Clause 13.2 and part I General Conditions of Contract 39.3).
- (2) Unit rates and prices shall be quoted by the Bidder in Indian rupees (ITB Clause 14.1).
- (3) Correction of errors will be governed by ITB Clause 27.

Bill of Quantities**Bill No.1 Site Clearance, Dismantling and Earth Works**

Project Road Name :		Length of Project Road		District / PIU:		
Package No.		Contract No				
Item No.	Description	Unit	Estimated Quantity	Unit Rate in Rs.		Amount (Rs.)
				In Figures	In Words	In Figures
Bill No. 1 - Site Clearance, Dismantling and Earth Works						
101						
102						
103				As per Attachment 1		
BILL No 1 Page Total (carried forward to Summary Page___)						

Bill No.2 Pavement Works (GSB, WBM, Bituminous Works) and Cement Concrete Pavement Work

Project Road Name :		Length of Project Road		District / PIU:		
Package No.		Contract No				
Item No.	Description	Unit	Estimated Quantity	Unit Rate in Rs.		Amount (Rs.)
				In Figures	In Words	In Figures
Bill No. 2 - Pavement Works (GSB, WBM, Bituminous Works) and Cement Concrete Pavement Work						
201						
202				As per Attachment 1		
203						
BILL No 2 Page Total (carried forward to Summary Page___)						

Bill No.3 Cross Drainage Structures (Culverts & Minor Bridges), Drains and Protection Works

Project Road Name :		Length of Project Road		District / PIU:		
Package No.		Contract No				
Item No.	Description	Unit	Estimated Quantity	Unit Rate in Rs.		Amount (Rs.)
				In Figures	In Words	In Figures
Bill No. 3 - Cross Drainage Structures (Culverts & Minor Bridges), Drains and Protection Works						
301						
302						
303				As per Attachment 1		
BILL No 3 Page Total (carried forward to Summary Page___)						

Bill of Quantities
Bill No.4 Traffic Signs, Markings and Road Appurtenances, Road Safety & Road Furniture

Project Road Name :		Length of Project Road		District / PIU:		
Package No.			Contract No			
Item No.	Description	Unit	Estimated Quantity	Unit Rate in Rs.		Amount (Rs.)
				In Figures	In Words	In Figures
Bill No. 4 - Traffic Signs, Markings and Road Appurtenances, Road Safety & Road Furniture						
401						
402			As per Attachment 1			
403						
BILL No 4 Page Total (carried forward to Summary Page__)						

Bill No.5 Day Work- Provisional Sums

Project Road Name :		Length of Project Road		District / PIU:		
Package No.			Contract No			
Item No.	Description	Unit	Estimated Quantity	Unit Rate in Rs.		Amount (Rs.)
				In Figures	In Words	In Figures
Bill No. 5 - Provisional Sums (Limited to 15% of "Contract Estimate")						
501						
502			As per Attachment 1			
503						
504						
505						
BILL No 5 Page Total (carried forward to Summary Page__)						

Bill No.6 Routine Maintenance

Project Road Name :		Length of Project Road		District / PIU:		
Package No.			Contract No			
Item No.	Description	Unit	Estimated Quantity	Unit Rate in Rs.		Amount (Rs.)
				In Figures	In Words	In Figures
Bill No. 6 – Routine Maintenance						
601	Routine Maintenance after completion of construction works For 1 st year	Km/Year				
602	-do- For 2 nd year					
603	-do- For 3 rd Year		As per Attachment 1			
604	-do- For 4 th Year					
605	-do- For 5 th Year					
BILL No 6 Page Total (carried forward to Summary Page__)						

SECTION 9

STANDARD FORMS:

LETTER OF ACCEPTANCE

NOTICE TO PROCEED WITH THE WORK

CONTRACT AGREEMENT

**FORM OF UNCONDITIONAL BANK GUARANTEE FROM
CONTRACTORS FOR PERFORMANCE SECURITY**

**FORM OF UNCONDITIONAL BANK GUARANTEE FROM
CONTRACTORS FOR PAYMENT OF MOBILIZATION
ADVANCE/ MACHINERY ADVANCE**

Section 9

a. Letter of Acceptance

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

ORDER

No. / /

Madhya Pradesh, Dated _____

To,

«Title» «Name_of_Contractor»
«Address1»
«Address2»
«Address3»
«Headquarter»-«Pincode»(«State»)
Fax Number - «STD_Code»-«Fax_Number»

Subject: -Bid for Construction/ Upgrading & Maintenance of Rural Roads under Pradhan Mantri Gram Sadak Yojana (ADB-RCIP) in «District» District. Package number - «Package_Number» Bid Amount Rs. «Amount_put_to_Bid» Lakhs

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

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

You are therefore requested to contact the General Manager, Project Implementation Unit, MPRRDA..... Pradhan Mantri Gram Sadak Yojana, District [insert name of the district] and i) submit the Performance Security in the amount of [insert the amount] in the form specified under clause 33 of ITB duly pledged in favour of General Manager, Project Implementation Unit, MPRRDA.....Pradhan Mantri Gram Sadak Yojana, District [insert name of the district:] ii) submit originals of the documents which need to be verified for authenticity as per Annexure A; and iii) sign and execute the Contract Agreement. These documents must reach the office of General Manager, Project Implementation Unit, MPRRDA..... within 15 days after the receipt of this Letter of Acceptance. Upon receipt of the Performance Security and the signed Contract, and subject to the verification of the listed documents for authenticity, your Bid Security will be returned to you promptly. Failure to comply with these conditions may cause forfeiture of your Bid Security and annulment of the Contract award”.

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

Chief General Manager
MPRRDA, Bhopal

Endt. No. /

Dated

Copy to

1. Accountant General, Audit, Madhya Pradesh, Bhopal
2. Chief General Manager, M.P Rural Road Development Authority,.....

3. General Manager, Project Implementation Unit, No. *[insert number]*, M.P Rural Road Development Authority, *[insert name of the district]* for necessary action. Please ensure that no road work which passes through forest area shall be started without obtaining forest clearance under Forest Conservation Act 1980 failing which you shall be personally held responsible. You are authorized to execute the Contract after verification of qualifying documents and Contractor's deposit of the required Performance Security. Bid Security deposited by the Contractor will be returned only after signing of the Contract agreement. A certified copy of the agreement shall be sent to Head Office for record.

Chief General Manger
MPRRDA, Bhopal

ANNEXURE A**ANNEXURE A TO LETTER OF ACCEPTANCE**List of Documents

- (a) Original document defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Documents supporting total monetary value of civil construction works performed for each of the last 5 years.
- (c) Documents certifying experience in works of similar nature and size for each of the last 5 years and details of works in progress and/or contractually committed with certificates from the concerned officers of the rank of Executive Engineer or equivalent.
- (d) Evidence of ownership of major items of construction equipment or evidence of arrangement of possessing them on hire / lease / buying as defined in the bid.
- (e) Details of Technical Personnel proposed to be employed for the Contract.
- (f) Profit and Loss Statements and Auditors Reports for the last 5 years.
- (g) Evidence of (i) liquid assets (ii) unencumbered real assets (iii) other financial means and (iv) Lines of Credit.
- (h) Authority to seek references from Bidder's bankers.
- (i) Proposal for subcontracting, if applicable.
- (j) Methodology and Program of Construction.
- (k) J.V. Agreement, if applicable.
- (l) Current Income Tax Permanent Account Number(PAN).
- (m) Affidavit stating that the Bidder shall mobilize the Key Equipment, Key Personnel consistent with the bidder's proposal, for construction and maintenance
- (n) Affidavit (i) affirming that the Bidder has not in his employment the near relations of persons listed in para 4.4 B (c)(i) of Bid Data Sheet and (ii) without Government permission any person who retired as gazette officer within the last 2 years of the rank and from the department listed in para 4.4B(c)(i) of Bid Data Sheet
- (o) Performance Security

(b) Notice to Proceed with the Work
(Letter head of the Employer)

_____ (Date)

To _____ (Name and address of the Contractor)

Dear Sir,

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 32.1 and signing of the Contract for the construction of _____, you are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents. Details of your agreement are as under:-

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

Yours faithfully,

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

(c) Standard Form of Contract Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 27).

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____ 20_____,
between _____
_____ [name and address of Employer]
(hereinafter called “the Employer”) of the one part, and _____

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

Whereas the Employer is desirous that the Contractor execute _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

- iii) Notice to proceed with the Works;
- iv) Contractor’s Bid;
- v) Contract Data;
- vi) Special Conditions of Contract and General Conditions of Contract;
- vii) Specifications;
- viii) Drawings;
- ix) Bill of Quantities; and
- x) Any other document listed in the Contract Data as forming part of the Contract.

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

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

(d) Form of Unconditional Bank Guarantee from Contractors for Performance Security

[To be used by the Bank issuing Performance Security]

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

Beneficiary: *Name and Address of Employer*

Date:

Performance Guarantee No.:

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

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

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

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

.....
Seal of Bank and Signature(s)

(e) Form of Unconditional Bank Guarantee from Contractors for Payment of Mobilization Advance/ Machinery Advance

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

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

Beneficiary: *Name and Address of Employer*

Date:

Advance Payment Guarantee No.:

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

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

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

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

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

.....
Seal of Bank and Signature(s)

SECTION 10

ENCLOSURE I, II, III, IV and V

**Section-10
Enclosure-I**

Section 10 - Enclosure -I

LIST OF CONTRACT PACKAGES PUT TO BID															
S. No.	Name of District	Name and number of PIU	Package No.	Name of the Block	Name of the Road(s)	Proposed length (km)	No. of CD Works (Nos)	Category of Contractor	Qualification Requirements (in Rs Lakh)				Rates for Routine Maintenance	Remarks	
									Average Annual Construction Turnover (ITB clause 4.4 A (a))	Contracts of Similar Size and Nature (ITB4.4A(b)) one of two requirement		Liquid assets and/or credit facilities available			Minimum Bid Capacity
										One Contract	Two Contract		[ITB 4.4B(b)(iii)]		
1	2	3	4	5	6	7	8	9	10	11a	11b	12	13	14	15
ATTACHED															

Enclosure- II (A)**Project Circle*****Pradhan Mantri Gram Sadak Yojana***

S. No.	Officer's Designation	Address of Project Circle	Phone Number	Name of District /PIU(Under Circle)
1	2	3	5	6
1				
2				

Note :- There is no Project Circle functioning in MPRRDA, hence information on enclosure II (A) is nil.

Section-10 Enclosure-II B

**Project Implementation Units
Pradhan Mantri Gram Sadak Yojana**

S. No.	District	Address of the PIU Headquarter	PIU No.	Working Block Area of PIU	Contact Detail			
					Code	Tele. No.	Fax	E-mail
1	2	3	4	5	6	7	8	9
ATTACHED								

Enclosure- II (C)**Project Implementation Consultants (PIC)***Pradhan Mantri Gram Sadak Yojana*

S. No.	Name of Firm	Address of Firm	Name of Firm's Representative	Contact Phone Number	Contact Email Address
1	2	3	3	5	6
1	Infrastructure Development Consultant	E- 8/ 285, Rohit Nagar Phase-I, Bawadiya kala New Ashirwad Hospital, Bhopal (M.P.)	Shri Subhash C.Nigam	09425096455 0755-4278716	idc@idc-india.com

Enclosure- III

1. Proposed work programme for construction of Rural Road

Name of Road:-

Package No.

Index:

Work in progress

Unit: 25 km approx.

S no	Particular of item	Unit	Proposed work programme																
			1st Fortnight	2nd Fortnight	3rd Fortnight	4th Fortnight	5th Fortnight	6th Fortnight	7th Fortnight	8th Fortnight	9th Fortnight	10th Fortnight	11th Fortnight	12th Fortnight	13th Fortnight	14th Fortnight	15th Fortnight	16th Fortnight	
1	Mobilisation of manpower, machineries		■	■															
2	Earth Work	Km		■	■	■	■	■	■	■	■	■	■	■					
3	GSB	Km			■	■	■	■	■	■	■	■	■	■					
4	Grade-II	Km				■	■	■	■	■	■	■	■	■	■				
5	Grade-III	Km					■	■	■	■	■	■	■	■	■	■	■		
6	PMC	Km												■	■	■	■		
7	Seal Coat	Km												■	■	■	■		
8	Shoulder	Km		■	■	■	■	■	■	■	■	■	■	■	■	■			
9	CD	No		■	■	■	■	■	■	■	■	■							
10	Finishing											■	■	■	■	■	■	■	■

Enclosure- III (contd.)**(2) Plants and Machineries**

S No	Name of Item	Time required to complete in weeks for 30 km long roads	Number of major plants and equipments										
			Truck/ Tipplers / Dumpers	Excavators	Graders/ Dozers	Static Rollers	Vibratory Rollers	Water Tankers/ Sprinklers	Hot Mix Plant/ Paver/ Finisher				
1	Earth Work	22											
2	GSB	22											
3	Grade-II	18											
4	Grade-III	18											
5	Prime Cost	12											
6	PMC + Seal Coat	12											
7	Shoulder	23											
8	CD	13											
9	Finishing	28											

Note: Above example is only for guidance. Contractors have to prepare its own plan depending upon the length of road in road in particular package for which he wants to Bid.

Enclosure- III (contd.)**3. Cash Flow for the package as a whole**

Group Number:- _____ Package Number:- _____ Block:- _____ District: _____

(A)	Investment	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	7th Month	8th Month	9th Month	10th Month
i)	Initial (E.M.) P.G. Insurance (Establish Site office)										
ii)	Procurement of material										
iii)	Deployment of labour										
iv)	Purchase / hire of Equipments										
v)	Other overheads staff including head office										
vi)	Other if any (furnish details)										
	(x) Total Investment (i to vi)										
(B)	Receipt										
i)	Gross Bill Amount										
ii)	Total Deductions										
	(y) Total Receipt (i-ii)										
	Net Cash Flow (x-y)										

- Note:- (1) This should co-relate to Work Programme/ Progress of Work during the month
(2) Running bill will be expected to be paid within 15 days of the receipt and checking of measurement, quantity and quality of items of work executed by the Contractor
(3) Investment less net receipt for 1st 15 days and then during each month
(4) (final Bill is expected to be paid within 2 months of satisfactory completion work
(5) Total Investment less Total Receipt (-) be shown in bracket

Enclosure- III (contd.)**4. Materials - Procurement (Source of material for each be also included in Remark Column)****Each Fortnight (each half month)**

S.No.	Item	Unit	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Remark
1	GSB	Cum																	
2	Metal Grade-2	Cum																	
3	Metal Grade-3	Cum																	
4	Screening Material	Cum																	
5	Chips	Cum																	
6	Hume pipe	Nos																	
7	Bitumen VG-30 grade	MT																	
8	Bitumen CRMB 60	MT																	
9	Cement	MT																	
10	Steel	MT																	
11	Other, please specify																		

Enclosure- IV**Standard Environmental Management Plan****Road Name:****Total length:****Block Name:****District Name:**

(NOTE: Please refer to the ECOP checklists for individual roads and enter details under column on Location/numbers where indicated. This step will convert this standard EMP into a road specific EMP to be attached to the Detailed Project Reports(DPR) for each road)

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
I	Design and Preconstruction Stage					
1.	Climate Change Consideration and Vulnerability screening	<ul style="list-style-type: none"> o Compliance to climate change vulnerability check point given under EARF and adoption of necessary mitigative measures as may be required o Efforts shall be made to plant additional trees for increasing the carbon sink. The tree may be planted with help of PRI (Panchayati Raj Institution) 	All through the alignment of each rural road	Design costs.	PIU, Design consultants	PIU, SRRDA
2.	Finalization of alignment	<ul style="list-style-type: none"> o The road will be part of district core network and will comply with PMGSY guidelines o Subproject shall not disturb any cultural heritage designated by the government or by the international agencies, such as UNESCO, and shall avoid any monuments of cultural or historical importance. o Subproject will not pass through any designated wild life sanctuaries, national park, notified Eco sensitive areas or area of international significance such as protective wet land 	All through the alignment of each rural road	Design costs	PIU, Design consultants	PIU, SRRDA

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		<p>designated under Wetland Convention, and reserve forest area..</p> <ul style="list-style-type: none"> ○ Subproject to comply with local and National legislative requirements such as forest clearance for diversion of forestland and ADB's Safeguard Policy Statement 2009. ○ Alignment finalization considering availability of right of way and in consultation with local people. ○ ROW may be reduced in built up area or constricted areas to minimize land acquisition as per PMGSY Guidelines. ○ Adjust alignment to the extent feasible to avoid tree cutting, shifting of utilities or community structure. ○ The road shall follow natural topography to avoid excessive cut and fill. 				
3.	Land acquisition	<ul style="list-style-type: none"> ○ Land acquisition, compensation packages, resettlement and rehabilitation, poverty alleviation programs for affected people and all other related issues are addressed through Social Impacts and Resettlement & Rehabilitation report. 	All through the alignment of each rural road	Land to be made available and necessary costs if any to be borne by the state	PIU	PIU, SRRDA, PIC, TSC
4.	Clearing of vegetation and removing trees	<ul style="list-style-type: none"> ○ All efforts shall be taken to avoid tree cutting wherever possible. ○ Requisite permission from forest department shall be obtained for cutting of roadside trees. ○ Provision of Compensatory Afforestation shall be made on 1:3.ratio basis (1:6 for Assam state). ○ Permission shall be taken for diversion of any 	All through the alignment of each rural road <i>(Enter chainages where tree cutting and diversion of forest land is required & proposed</i>	Costs for Forestry clearance for diversion of forest land, obtaining tree cutting permit to	Forestry clearance and permit to be obtained by the PIU. Compensatory plantation to be	PIU, PIC, TSC

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		<p>forest land if involved. Provision shall be made for additional compensatory tree plantation.</p> <ul style="list-style-type: none"> The vegetative cover shall be removed and disposed in consultation with community. 	<i>plantation location if details are available)</i>	be borne by state. Costs for compensatory forestation to be borne by state or by PRI – NREGA scheme.	carried out in coordination with PRI under schemes such as NREGA or local Forestry Department	
5.	Shifting of utilities and common property resources	<ul style="list-style-type: none"> The road land width shall be clearly demarcated on the ground. All efforts will be made to minimize shifting of utilities and common property resources Utility and community structure shifting shall be planned in consultations and concurrence of the community Required permissions and necessary actions will be taken on a timely basis for removing and shifting utility structures and common property resources before road construction activities begin. 	<i>(Enter chainages where shifting of utility structures and common property resources are required. Enter total numbers of each structure required for shifting/removal)</i>	Costs to cover shifting and reconstruction of common property resources must be included under project costs.	PIU, Contractor, utility agencies (Internal procedures to be discussed and agreed between the above parties)	PIU, PIC, TSC
6.	Design and planning of embankment construction	<ul style="list-style-type: none"> The alignment design shall consider options to minimize excessive cuts and fills. The cut off material shall be planned to be used for embankment to minimize borrow earth requirement. The design shall be as per relevant IRC provisions for cut and fill, slope protection and drainage. The top soil of the cut and fill area shall be used for embankment slope protection 	<p>All through the alignment of each rural road</p> <p><i>(Enter the chainages that are prone to floods)</i></p>	Part of Project Cost	PIU, Design Consultants	PIU, SRRDA

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		<ul style="list-style-type: none"> Embankment will be designed above High Flood Level (HFL) in flood prone areas where feasible. 				
7.	Hydrology and Drainage	<ul style="list-style-type: none"> Provision of adequate cross drainage structure shall be made to ensure smooth passage of water and maintaining natural drainage pattern of the area. The discharge capacity of the CD structure shall be designed accordingly. Provision of adequate drainage structures shall be made in water stagnant/logging areas. The construction work near water body shall be planned preferably in dry season so that water quality of the water channel is not affected due to siltation and rain water runoff. Provision of additional cross drainage structure shall be made in the areas where nearby land is sloping towards road alignment on both the sides. Provision of concrete road construction in habitat area with drainage of both side of the road shall be made as per the design provision and with adequate slope to prevent any water logging. 	<p>Near all drainage crossings, nalas, rivers, streams and ponds.</p> <p><i>(Enter chainages where earthen/structural cross drains, longitudinal drains, streams, ponds and rivers exist)</i></p>	Included in project costs.	PIU, Design consultants	PIU, SRRDA
8.	Establishment of Construction Camp, temporary office and storage area	<ul style="list-style-type: none"> Construction camp sites shall be located away from any local human settlements and forested areas (minimum 0.5 km away) and preferably located on lands, which are not productive (barren/waste lands presently). Similarly temporary office and storage areas shall be located away from human settlement 	For all roads	To be included in Contractor's cost	Contractor	PIU, PIC, TSC

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		<p>areas and forested areas (minimum 0.5 km).</p> <ul style="list-style-type: none"> ○ The construction camps, office and storage areas shall have provision of adequate water supply, sanitation and all requisite infrastructure facilities. ○ The construction camps, office and storage areas shall have provision of septic tank/soak pit of adequate capacity so that it can function properly for the entire duration of its use. ○ All construction camps shall have provision of rationing facilities particularly for kerosene/LPG so that dependence on firewood for cooking is avoided to the extent possible. ○ The construction camps, office and storage areas shall have provision of health care facilities for adults, pregnant women and children. ○ Personal Protective Equipments (PPEs) like helmet, boots, earplugs for workers, first aid and fire fighting equipments shall be available at construction sites before start of construction. An emergency plan shall be prepared to fight with any emergency like fire. ○ Provision shall be made for domestic solid waste disposal in a controlled manner. The recyclable waste shall be sold off and non-saleable and biodegradable waste shall be disposed through secured land filling. ○ Provision of paved area for unloading and storage of fuel oil, lubricant oil, away from storm water drainage. 				

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
9.	Traffic Management and Road Safety	<ul style="list-style-type: none"> ○ Identify the areas where temporary traffic diversion may be required. ○ Prepare appropriate traffic movement plan approved by respective PIU for ensuring continued safe flow of traffic, pedestrians and all road users during construction. ○ Wherever, cross drainage structure work require longer construction time and road is to be blocked for longer duration, the PIU/DPR consultant shall define appropriate measures for traffic diversion before the start of the construction. ○ Adequate signboards shall be placed much ahead of diversion site to caution the road users. The road signs should be bold and retro reflective in nature for good visibility both during the day and night. ○ It is proposed for the respective PIU to discuss with the railways division/department for providing adequate safety measures at unmanned railway crossing where applicable. Adequate clearly visible sign shall be provided on both sides of the railway crossing All measures for traffic control and safety in accordance with IRC codes:99-1988 will be followed 	As proposed under Detailed Project Reports and determined by Contractor and approved by PIC/PIU/ <i>(Enter the chainages which may require traffic diversions where possible)</i>	To be included in Contractor's cost	Contractor	PIU, PIC, TSC
II.	Construction Stage					
10.	Sourcing and transportation of construction material	<p>Borrow Earth:</p> <ul style="list-style-type: none"> ○ The borrow earth shall be obtained from identified locations and with prior permission of landowner and clear understanding for its 	<i>(Enter chainage or probable locations of borrow areas. Enter name and</i>	To be included under Contractors costs	Contractor	PIC, PIU, TSC

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		<p>rehabilitation.</p> <ul style="list-style-type: none"> ○ The re-habilitation plan may include the following: <ul style="list-style-type: none"> ▪ Borrow pits shall be backfilled with rejected construction wastes and will be given a vegetative cover. If this is not possible, then excavation sloped will be smoothed and depression will be filled in such a way that it looks more or less like the original ground surface. ▪ Borrow areas might be used for aquaculture in case landowner wants such development. ○ The Indian Road Congress (IRC):10-1961 guideline should be used for selection of borrow pits and amount that can be borrowed. ○ Borrowing earth from agricultural land shall be minimized to the extent possible. Further, no earth shall be borrowed from already low-lying areas. ○ A 15 cm topsoil will be stripped off from the borrow pit and this will be stored in stockpiles in a designated area for height not exceeding 2m and side slopes not steeper than 1:2 (Vertical: Horizontal). ○ Borrowing of earth will not be done continuously throughout the stretch. ○ Ridges of not less than 8m widths will be left at intervals not exceeding 300m. ○ Small drains will be cut through the ridges, if necessary, to facilitate drainage. ○ The slope of the edges will be maintained not 	<i>location of identified quarries.)</i>			

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		<p>steeper than 1:4 (vertical: Horizontal).</p> <ul style="list-style-type: none"> ○ The depth of borrow pits will not be more than 30 cm after stripping the 15 cm topsoil aside. ○ Fly ash will be used in road embankment as per IRC guidelines wherever thermal power plant is located within 100 km of the road alignment. <p>Aggregate :</p> <ul style="list-style-type: none"> ○ The stone aggregate shall be sourced from existing licensed quarries ○ Copies of consent/ approval / rehabilitation plan for use of existing source will be submitted to PIU. ○ Topsoil to be stockpiled and protected for use at the rehabilitation stage <p>Transportation of Construction Material</p> <ul style="list-style-type: none"> ○ Existing tracks / roads are to be used for hauling of materials to the extent possible. ○ Prior to construction of roads, topsoil shall be preserved and shall be used for other useful purposes like using in turving of embankment. ○ The vehicles deployed for material transportation shall be spillage proof to avoid or minimize the spillage of the material during transportation. In any case, the transportation links are to be inspected at least twice daily to clear accidental spillage, if any. 				
11.	Loss of Productive Soil, erosion and land use change	<ul style="list-style-type: none"> ○ The top soil from the productive land (borrow areas, road widening areas etc.) shall be preserved and reused for plantation purposes. ○ It shall also be used as top cover of embankment 	All though the alignment of each project road	To be included under Contractors costs	Contractor	PIU / SRRDA

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		<p>slope for growing vegetation to protect soil erosion.</p> <ul style="list-style-type: none"> ○ Cut and fill shall be planned as per IRC provisions and rural road manual. ○ All steep cuts shall be flattened and benched. ○ Shrubs shall be planted in loose soil area. ○ IRC: 56 -1974 recommended practice for treatment of embankment slopes for erosion control shall be taken into consideration. ○ It shall be ensured that the land taken on lease for access road, construction camp and temporary office of the storage facilities is restored back to its original land use before handing it over back to land owner. 				
12.	Compaction and Contamination of Soil	<ul style="list-style-type: none"> ○ To prevent soil compaction in the adjoining productive lands beyond the ROW, the movement of construction vehicles, machinery and equipment shall be restricted to the designated haulage route. ○ The productive land shall be reclaimed after construction activity. ○ Fuel and lubricants shall be stored at the predefined storage location. ○ The storage area shall be paved with gentle slope to a corner and connected with a chamber to collect any spills of the oils. ○ All efforts shall be made to minimise the waste generation. Unavoidable waste shall be stored at the designated place prior to disposal. ○ To avoid soil contamination at the wash-down 	All though the alignment of each project road	To be included under Contractors costs	Contractor,	PIU, PIC, TSC

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		and re-fuelling areas, “oil interceptors” shall be provided. Oil and grease spill and oil soaked materials are to be collected and stored in labelled containers (Labelled: WASTE OIL; and hazardous sign be displayed) and sold off to SPCB/ MoEF authorized re-refiners.				
13.	Construction Debris and waste	<ul style="list-style-type: none"> ○ Excavated materials from roadway, shoulders, verges, drains, cross drainage will be used for backfilling embankments, filling pits, and landscaping. ○ Unusable debris material should be suitably disposed off at pre-designated disposal locations, with approval of the concerned authority. ○ The bituminous wastes shall be disposed in secure manner at designated landfill sites only in an environmentally accepted manner. ○ For removal of debris, wastes and its disposal MOSRTH guidelines should be followed. Unproductive/wastelands shall be selected with the consent of villagers and Panchayat for the same. The dumping site should be of adequate capacity. It should be located at least 500 m away from the residential areas. Dumping sites should be away from water bodies to prevent any contamination of these bodies. 	All though the alignment of each project road	To be included under Contractors costs	Contractor	PIU, PIC, TSC
14.	Air and Noise Quality	<ul style="list-style-type: none"> ○ Vehicles delivering loose and fine materials like sand and aggregates shall be covered. ○ Dust suppression measures like water sprinkling, shall be applied in all dust prone locations such as unpaved haulage roads, earthworks, stockpiles 	Throughout the project road section	To be included under Contractors costs	Contractor	PIU, SRRDA

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		<p>and asphalt mixing areas.</p> <ul style="list-style-type: none"> ○ Mixing plants and asphalt (hot mix) plants shall be located at least 0.5 km away and in downwind direction of the human settlements. ○ Material storage areas shall also be located downwind of the habitation area. ○ Hot mix plant shall be fitted with stack of adequate height (30 m) or as may be prescribed by SPCB to ensure enough dispersion of exit gases. Consent to establish and operate shall be obtained from State Pollution Control Board and comply with all consent conditions. ○ Diesel Generating (DG) sets shall also be fitted with stack of adequate height (as per regulation height of the stack of open to air DG set shall be about 0.5 m for 5 KVA and about 0.7 m for 10 KVA DG sets, above top of sound proofing enclosure of the DG set). Low sulphur diesel shall be used in DG sets and other construction machineries where available. Construction vehicles and machineries shall be periodically maintained. 				
15.	Tree plantation	<ul style="list-style-type: none"> ○ Compensatory Afforestation shall be made on 1:3.ratio basis.(1;6 for Assam state) ○ Additional trees shall be planted wherever feasible. ○ Follow up maintenance of planted saplings will be carried out for a minimum of 3 years 	<i>(Enter the number of trees requird for planting and location of plantation site if available)</i>	Costs to be covered by state or PRI under schemes such as NREGA	PIU to coordinate compensatory forestation with PRI under schemes such as NREGA or local Forestry Department	PIU, PIC, TSC

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
16.	Ground Water and Surface Water Quality and Availability	<ul style="list-style-type: none"> ○ Requisite permission shall be obtained for abstraction of groundwater from State Ground Water Board/Central Ground Water Authority if applicable. ○ The Contractor shall arrange for water required during construction in such a way that the water availability and supply to nearby communities remains unaffected. ○ Water intensive activities shall not be undertaken during summer period to the extent feasible. ○ Provision shall be made to link side drains with the nearby ponds for facilitating water harvesting if feasible ○ Where ponds are not available, the water harvesting pits shall be constructed as per the requirement and rainfall intensity. ○ Preventive measures like slope stabilisation, etc shall be taken for prevention of siltation in water bodies. 	Throughout the project road	To be included under Contractors costs	Contractor	PIU, PIC, TSC
17	Occupational Health and Safety	<ul style="list-style-type: none"> ○ The requisite PPE (helmet, mask, boot, hand gloves, earplugs) shall be provided to the construction workers. ○ Workers' exposure to noise will be restricted to less than 8 hours a day. Workers duty shall be regulated accordingly. ○ Septic tank or mobile toilets fitted with anaerobic treatment facility shall be provided at construction camp/temporary office/storage areas. ○ Domestic solid waste at construction camp shall 	In all project roads	Costs to be borne by Contractor	Contractor	PIC, PIU, TSC

SL. NO.	Project Action/Environmental Attributes	Mitigation Measures	Location/numbers	Costs	Responsible for Implementing	Responsible for Monitoring
		be segregated into biodegradable and non-biodegradable waste.				
III	Post Construction and Operation Stage					
18.	Air and Noise Quality	<ul style="list-style-type: none"> o Awareness sign board shall be provided for slow driving near the habitat areas to minimize dust generation due to vehicle movement. Speed limitation and honking restrictions may be enforced near sensitive locations. 	Throughout the project section at the location determined by Contractor and approved by PIU	construction cost	Contractor,	PIC, PIU, TSC
19.	Site restoration	<ul style="list-style-type: none"> o All construction camp/temporary office/material storage areas are to be restored to its original conditions. o The borrow areas rehabilitation will be ensured as per the agreed plan with the landowner. o Obtain clearance from PIU before handing over the site to SRRDA. o PIC to undertake survivability assessment and report to PIU the status of compensatory tree plantation at a stage of completion of construction with recommendation for improving the survivability of the tree if required 	All locations of construction camps/temporary office/ material storage, and borrow areas	To be borne by the Contractor	Contractor	PIU, PIC, TSC
20.	Hydrology and Drainage	<ul style="list-style-type: none"> o Regular removal/cleaning of deposited silt shall be done from drainage channels and outlet points before the monsoon season. o Rejuvenation of the drainage system by removing encroachments/ congestions shall be regularly conducted 	At project road locations with drainage structures	To be covered under road maintenance costs.	PIU	PIU, SRRDA

EA: Executing Agency, SQC: Supervision Quality Controller, EO: Environmental Officer, IRC: Indian Road Congress

ENCLOSURE V

**LIST OF ELIGIBLE MEMBERS OF THE
ASIAN DEVELOPMENT BANK**

Members		
Afghanistan	New Zealand	The Netherlands
Armenia	Pakistan	Norway
Australia	Palau	Portugal
Azerbaijan	Papua New Guinea	Spain
Bangladesh	Philippines	Sweden
Bhutan	Samoa	Switzerland
Brunei Darussalam	Singapore	Turkey
Cambodia	Solomon Islands	United Kingdom
China, People's Republic of	Sri Lanka	United States
Cook Islands	Taipei, China	
Fiji	Tajikistan	
Georgia	Thailand	
Hong Kong, China	Timor-Leste	
India	Tonga	
Indonesia	Turkmenistan	
Japan	Tuvalu	
Kazakhstan	Uzbekistan	
Kiribati	Vanuatu	
Korea, Republic of	Viet Nam	
Kyrgyz Republic	Austria	
Lao PDR	Belgium	
Malaysia	Canada	
Maldives	Denmark	
Marshall Islands	Finland	
Micronesia, Federated States of	France	
Mongolia	Germany	
Myanmar	Ireland	
Nauru	Italy	
Nepal	Luxembourg	

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

No.3348 /D-12/FA/MPRRDA/13

Bhopal, Dated: 23 /02 /2013

To,

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

Sub: Amendment No.1 to the Tender Document for Construction and Maintenance of Rural Road under PMGSY (Rural Connectivity Investment Program, Project No. : 40423-1), October 2012

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Following amendment is made in the tender document for Construction and Maintenance of Rural Road under PMGSY (RCIP, Project No. : 40423-1) , October 2012

Appendix to ITB para 4.6- assessment of available bid capacity

Value of 'M' may be read as = 3

This amendment will be applicable to NIBs issued on or after 04.02.2013.

(Alka Upadhyaya)
Chief Executive Officer
M.P. Rural Road Development Authority

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

No. 17248 /22/D-12/MPRRDA/2013

Bhopal, Dated 04 /10 / 2013

To,

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

Sub.:- Amendment No.2 to Bidding Document of RCIP Works.

Clause 53.1 of Bidding Document for Construction and Maintenance of Rural Roads under the Pradhan Mantri Gram Sadak Yojana (Rural Connectivity Investment Program, Project Number : 40423-1) March – 2012 is replaced by the following;

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

This amendment will be applicable to all NITs issued on or after 30.09.2013.

Engineer-In-Chief
M.P. Rural Road Development Authority, Bhopal

**MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT
DEPARTMENT, GOVT. OF M.P.)
Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P.- 4620 11**

No. 2116 /22/D-12/MPRRDA/2015

Bhopal, Dated: 4 /02/ 2015

To,


**All Chief General Manager
All General Managers,
M.P. Rural Road Development Authority
Project Implementation Unit
Distt.....**

**Sub.:- Amendments No. 3 to the tender Document for construction and
Maintenance of Rural Road under PMGSY (RCIP Project No.-
40423-1) - October 2012.**

The following amendments are hereby made in the tender document for
construction and Maintenance of Rural Road under PMGSY (RCIP Project No.-
40423-1) - October 2012.

1. Add following as new sub paragraph in section-2b (ITB) of tender
document:
 - (i) 4.2 (l)-copy of registration with EPF organization.
 - (ii) 4.4 B (a) (iv)-copy of registration with EPF organization.

This amendment will be applicable with immediate effect.


(A.D. Kapale)
Chief General Manager
M.P. Rural Road Development Authority
Bhopal (M.P.)