

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHAYAT & RURAL ROAD DEV. DEPARTMENT GOVT. OF MADHYA PRADESH)
Block- 2, Vth Floor, Paryawas Bhawan, Arera Hills Jail Road, Bhopal-462011

Tender Document

For

REPAIR & MAINTENANCE OF RURAL ROADS

Issued by

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

December- 2015

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHAYAT & RURAL ROAD DEV. DEPARTMENT GOVT. OF MADHYA PRADESH)
Block- 2, Vth Floor, Paryawas Bhawan, Arera Hill's Jail Road, Bhopal-462011

Tender Form

Issued to :

Name of Work: Repair & Maintenance of Rural Roads constructed under PMGSY & Other Schemes

District :

Probable amount of Contract : Rs.

Cost of Tender Form : Rs.

Paid vide MR No. Dated

Contract period upto:.....

Date of issue of Tender Form :

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

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Bidding Document for Repair and Maintenance of PMGSY Roads

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SECTION 1

Madhya Pradesh Rural Road Development Authority

List of Important Dates of Bid for

Repair and Maintenance of Rural Roads under PMGSY & Other Schemes

1. Name of Work:

.....
.....
.....
.....

- 2.1. Completion Period for construction/Initial Rehabilitation: As per NIT
- 2.2. Maintenance Period is from to : As per NIT
3. Date of Issue of Notice Inviting Bid : As per NIT
4. Period and Places of Sale of Bidding Documents : As per NIT
5. Time, Date and Place of Pre-bid Meeting : As per NIT
6. Deadline for Receiving Bid : As per NIT
7. Time and Date for opening Technical Bid/Bids : As per NIT
8. Time and Date of opening Financial Bids : As per NIT
9. Place of opening bids : Address as given in the NIT
10. Last Date of Bid Validity : As indicated in Tender Document

Designation:

(For balance period of initial 5 years after construction)

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF GOVT. OF MADHYA PRADESH P&RD)
PROJECT IMPLEMENTATION UNIT,

NOTICE INVITING TENDER

No. / /NIT-1/ MTN/ 2015 Dated / /2015

Sealed percentage rate tender are invited from the Contractors registered in appropriate class/category for Repair / Maintenance of the rural roads in the package(s) shown in the column 2 of table below: -

| Sr. No. | Package Number | Name of District | PAC (in Rs. lakh) | Time allowed for Completion of work | Tender forms can be obtained & will be received in the Office of GM, PIU | Cost of tender document |
|---------|----------------|------------------|--------------------|-------------------------------------|--|-------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | MP-..... | | Part I – Rs..... | Months | | Rs. |
| | | | Part II - Rs. | upto | | |
| | | | Total – Rs. | | | |

NOTE:

1. EMD is 1% of the PAC to be submitted in the form of DD/FDR payable to the GM, PIU
2. Last date for purchase of tender document is upto 4 P.M. on
3. Other details can be obtained from the office of the undersigned and may also be seen in the detailed NIT, and tender document available on our website www.mprrda.com. Tender document may be downloaded from our website.

General Manager
Project Implementation Unit

(For balance period of initial 5 years after construction)

**MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF GOVT. OF MADHYA PRADESH)
PROJECT IMPLEMENTATION UNIT,**

SECTION 1

DETAILED NIT NOTICE INVITING TENDER No.

No./ /NIT...../MTN / 2015

Dated / /

Sealed percentage rate tender are invited from the Contractors registered in appropriate class/category with M.P. P.W.D. or Contractors of equivalent categories registered with other States/ Central Government, Departments, Undertakings and Authorities on behalf of the Madhya Pradesh Rural Road Development Authority for REPAIR / MAINTENANCE OF THE RURAL ROADS CONSTRUCTED UNDER PRADHAN MANTRI GRAM SADAK YOJNA on the SSR issued by MPRRDA & effective from amended upto the date of issue of NIT, in the package(s) shown in the column 2 of table below :-

| S. No. | Package Number | Name of District | PAC (in Rs. lakh) | Time allowed for Completion of work | Tender forms can be obtained & will be received in the Office of GM, PIU | Cost of tender document |
|--------|----------------|------------------|-------------------|-------------------------------------|--|-------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | MP-..... | | Part I – | Months | GM, PIU MPRRDA | - |
| | | | Part II - | upto | | |
| | | | Total – | | | |

NOTE:

- EMD is 1% of the PAC to be submitted in the form of DD/FDR payable to the GM, PIU.....
- Bid documents consisting of qualification information and eligibility criterion of bidders, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen in the office of the under signed on any working day during office hours upto Tender documents will be issued from General Manager office upto 4 P.M. on on payment of Rs. (as shown in col.-7) in cash or by demand draft payable to General Manager, M.P. Rural Road Development Authority,
- Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. 200/-. The authority inviting tenders will not be held responsible for the postal delay, if any, in the delivery of the documents or non-receipt of the same.
- Receipt of applications for issue of tender forms by post will be stopped from 16:00 hrs, 7 days before the date fixed for submission of tenders.
- Initial Rehabilitation (Part – I) Work consists of repair of roads as per BOQ attached and maintenance of all the roads shown in the BOQ, during the period shown against part-II in column 5 of the table above. Contractors are to quote rate as percentage above/below/at par of the SSR mentioned above for the work to be executed as per Rural Road specifications and relevant codes. The work done by the contractor will be measured and paid as per agreement.

5. Part – II Work relates to performance based regular maintenance of roads as per IRC 82 and SP 20 section 1900 which includes, but not limited to, items specified in contract data to clause 16.2.1(GCC) of tender document and other relevant clauses of the agreement. Contractor is required to survey the road regularly and attend repair works as and when required and keep the road in good traffic worthy conditions. He will also maintain CDs and Bridges during contract period. Payment will be performance based released once in 2 months @ 1/6 of the annual rate given in BOQ plus/minus Tender premium, on the certificate of consultant/Engineer that road has been maintained as per agreement.
6. Names of the roads and their length is given in the BOQ.
7. a) Bid document completed in all respect must be delivered to General Manager, Project Implementation Unit concerned on or before upto 3:00 P.M. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received on the next working day by the same time and venue.
8. Tenders will be in three envelop system, first envelope should contain EMD and second envelope should contain technical bid and third envelope financial bid. These envelopes shall be kept in a big outer envelope, which shall also be sealed and marked as 'tender for the repair/maintenance of roads due on
- c) Technical bids will be opened at 3.30 P.M. on in the office of concerned General Manager, Project Implementation Unit. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- d) Financial bids shall be opened on from
9. To qualify for award of the Contract, each bidder should have in the last five years:
 - a.) achieved in any one year during last 5 years a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least 75% of estimated cost of works.
 - b.) Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.
 - c.) he should also fulfil qualifying criterion laid down in Para 4.4 to 4.7 of (ITB) of tender document.
- 9.1 In case of packages with PAC upto Rs. 5.00 (Five) crores, contractors may participate in the tender on the basis of the registration in appropriate class. (Clause 4.6.1 of ITB)
- 10 Bids must be accompanied by the earnest money of the specified amount. The earnest money will have to be in any one of the forms as specified in the bidding documents.
11. The bid for the work shall remain open for acceptance for a period of ninety days from the date of opening of bids. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
12. A bidder shall not be permitted to bid for works in the Project Implementation Unit responsible for award and execution of contracts in which his or his spouse's near relative(s) (defined as first blood relations, and their spouses) is/are posted as Accountant/Accounts Officer or as an officer in any capacity between the grades of General Manager and Sub-Engineer (both inclusive).
13. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. If the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government as aforesaid, before submission of the tender or engaged in the Contractor's service his contract is liable to be cancelled and earnest money will be forfeited,

14. Contractors who have been debarred by MPRRDA (list available on our website www.mprrda.com will not be allowed to participate in the tenders.
15. Other details can be seen in the bidding documents.

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

EndNo. /NIT-1/ Acct. / 2007

Dated / /

Copy to,

1. **Chief Executive Officer, M.P. Rural Road Development Authority Bhopal.**
2. **Commissioner,**
3. **Collector,**
4. **General Manager, M.P. Rural Road Development Authority PIU**
.....
5. **Notice Board of the office.**

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

(For Five year Maintenance Contracts)

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. – 462 011

SECTION 1

DETAILED NOTICE INVITING TENDER No.

No..... /22/D-12/NIT-MTN/2015

Bhopal Dated /.../2015

Chief General Manager, on behalf of the Madhya Pradesh Rural Road Development Authority invites online percentage rate tenders from the Contractors registered in appropriate class/category with M.P. P.W.D. or Contractors of equivalent categories registered with other States/ Central Government, Departments, Institutions, Undertakings and Authorities for REPAIR / MAINTENANCE OF THE RURAL ROADS FOR FIVE YEARS CONSTRUCTED UNDER PRADHAN MANTRI GRAM SADAK YOJNA on the SSR issued by MPRRDA effective from and amended upto the date of issue of NIT for the packages shown in the column 2 of table below :-

| S. No | Package Number | Name of District | Name of PIU | No. of Roads | Total length of Roads (In KMs.) | PAC (in Rs. lakh) | | | | Total PAC (Rs. In lakh) | Completion Period of I.R. (in month) | Cost of tender documents | Whether First Call? |
|-------|----------------|------------------|-------------|--------------|---------------------------------|------------------------------|---------------------|-------------------------------|-----------------|-------------------------|--------------------------------------|--------------------------|---------------------|
| | | | | | | Initial Rehabilitation works | Routine Maintenance | Renewal of Bituminous Surface | Emergency Works | | | | |
| | | | | | | Part I | Part II | Part III | Part IV | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

1. The tenders are invited online for the works shown in table above.
2. The amount of earnest money is 1% of the PAC as shown in column 11 rounded off to the nearest thousand rupees. Amount of Rs. 500 and above will be taken as Rs 1000 and less than 500 will be ignored.
3. (i) Original Earnest Money Deposit Instrument and original affidavit should reach either in the Office of the concerned PIU or Head office, Bhopal by **15:00 hrs on** Scanned copy of the E.M.D. instrument and affidavit is to be uploaded online along with the bid documents. In case registration is based on revenue solvency, copy of valid revenue solvency certificate should also be submitted.
(ii) Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen online on the website <http://mpeproc.gov.in> Tender documents will be issued online from <http://mpeproc.gov.in> as per time schedule mentioned in Key Dates after making online **payment of cost of bid document as mentioned above and service charges as appearing on the portal, through Debit Card/Credit Card or Internet Banking.** A contractor participating in the tender for a particular package, for the first time, will have to pay cost of bid document as indicated in the NIT against each package. However, if a contractor who participated in the tender of a particular package in any previous call and paid full cost of bid document, submits bid for the same package in the second or subsequent calls, he is required to pay processing fee of Rs. 1000/- only **through Debit Card/Credit Card or Internet Banking.** In addition service charges as appearing on the portal will have to be paid online. EMD instrument and original affidavit is to be submitted in the PIU, concerned or MPRRDA Head qrs. Bhopal as the case may be.

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

- (iii) Last date for submission of bid and other key dates may be seen in the schedule of Key Dates given at the end of this NIT.

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

4. The time allowed for completion of work for I.R. work (Part- I) of each package is including rainy season as shown in column no.12
5. The site for the works is available and may be visited on any working day.
6. Names of the roads and their length is given in the BOQ.
7. **Payment will be regulated as per Section-4 Part-II (B) special conditions for performance based 5 year maintenance contract and other clauses of the contract.**
8. To qualify for award of the Contract, each bidder should have in the last five years: (for packages with PAC more than Rs. 5.00 (five) crores)
 - a.) Achieved in any one year during last 5 years a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least 75% of estimated cost of works.
 - b.) Satisfactorily completed, as prime contractor, at least one similar work (road work) equal in value to one-third of the estimated cost of work for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.
 - c.) He should also fulfill qualifying criterion laid down in Para 4.4 to 4.7 of (ITB) of tender document.

Note : - In support of their financial turn over contractor should submit scanned copy of audited accounts for the period from

- 8.1 For packages with PAC upto Rs. 5.00 (five) crores contractors may participate in the tenders on the basis of their Registration in appropriate class. (Please see clause 4.6.1 of ITB)

8.2 Contractor should have registration with EPF organization.

9. The bid for the work shall remain open for acceptance for a period of ninety days from the date of opening of bids. If any bidder/ tendered withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
10. A bidder shall not be permitted to bid for works in the Project Implementation Unit responsible for award and execution of contracts in which his or his spouse's near relative(s) (defined as first blood relations, and their spouses) is/are posted as Accountant/Accounts Officer or as an officer in any capacity between the grades of General Manager and Sub-Engineer (both inclusive).
11. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government service, without government permission. If the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government as aforesaid, before submission of the tender or engaged in the contractor's service his contract is liable to be cancelled and earnest money will be forfeited.
12. This NIT replaces the NIT printed in the tender document. Conditions of this NIT will prevail over the conditions of tender document.
13. Other details can be seen in the bidding documents.

Key Dates

| S. No | Stages | Date & Time |
|--------------|---------------------------------------|------------------------|
| 1 | Purchase of tender Start Date | |
| 2 | Pre-bid meeting | |
| 3 | Purchase of tender End Date | |
| 4 | Bid submission End Date | |
| 5 | Mandatory Submission Date and Time | |
| 6 | Technical Proposal open Date and Time | |
| 7 | Financial bid open Date and Time | |

Note:- Last date for submission of EMD, and original affidavit upto 15:00 hrs. on dated

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

Bill of Quantity (Initial Rehabilitation)

(A) Initial Rehabilitation work

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

Bill of Quantity (For Periodical Renewal) *(Applicable for post five years maintenance contracts)*

(B)

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

Bill Of Quantity (For Routine Maintenance)

(C) Rates for Routine Maintenance (per km. per year)

| Sl. No. | Package No. | Names of the Road | Length of each Road | Unit (Per Km. Per Year) | Year | Rate | Amount |
|---------|-------------|---|---------------------|-------------------------|------|------|--------|
| | | PIU to fill in names of all the roads included in maintenance package | | | | | |

SECTION 1(a)

Section 1(a) - Information and Instructions to Bidders for Online Electronic Government Procurement System (E-GPS)

Detailed instructions for online submission of bid may be seen in e-tendering portal (<http://mpeproc.gov.in>), brief details are given below;

1. Registration of the Bidders on Employer's Government e-GPS Portal <http://mpeproc.gov.in>

1. All Contractors who are not currently registered for participation in the e-GPS are required to be registered on <http://mpeproc.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 [Service Provider of the State Government Email: <http://mpeproc.gov.in>

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://mpeproc.gov.in> or the Service Provider of e-GPS of Employer: (Joint Venture of T.C.S. with Antares).

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 Bid submission fee.
- 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://mpeproc.gov.in>

5. Online Payment of Bid Submission Fee:

- 5.1 The Bidding Documents are available for free download on State e-Procurement Portal. However, the Bidders are required to make the payment of Bid submission fee through online payment modes mentioned in 4.2 above.
- 5.2 Deleted
- 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://mpeproc.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. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be displayed online only. Hence bidders are advised to visit portal regularly for updates.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2. Such extensions shall be uploaded on the e-Procurement website.

9. Opening of Bid Documents: The Employer shall first open the envelope containing Bid Security instrument & original affidavit submitted by bidder in physical form. If both these documents in order he shall proceed with opening of electronic Bid. The Employer 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 complete, Envelope "B" shall be opened and Technical Bid evaluation conducted.

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

11. Bidders are required to give the requisite information in the formats given in section-3/ templates available on e-tendering portal and also attach the scanned copy of following documents.

| | |
|---|--|
| 1 | Audited Profit/Loss Account And Balance Sheet For Last 5 Years: |
| 2 | Certificate For Similar Single Work Performed As Prime Contractor: |
| 3 | Existing Commitment And On-Going Construction/ Maintenance Work |
| 4 | 1.9 References To The Banker(s) (As Per Given In The Tender Document) |
| 5 | 1.10 Information On Current Litigation |
| 6 | Under Taking Of Investment (20% Of Cost) |
| 7 | Bank Certificate - Evidence of Access To Availability of Credit Facilities(format given in the tender document) |
| 8 | Revenue Solvency(In Case Registration is on the basis of solvency) valid revenue solvency if registration is based on revenue solvency |
| 9 | Other Documents |

11.1 Uploaded documents of a successful Bidder will be verified with the originals before signing the contract agreement.

11.2 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.

12. 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, 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 accept no responsibility for possible local power or equipment failures and Bidders are strongly advised to submit their Bids well before the deadline.

Section 2: Instructions to Bidders

Table of Clauses

| Clause | A. General | Clause | |
|--------|--|--------|--|
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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 Bids are invited by the Madhya Pradesh Rural Road Development Authority (MPRRDA) from established, experienced and reputed firms registered in appropriate class for repair & maintenance of Roads included in individual package (As per NIT).

1.2 The main elements of the Works and Services to be provided by the Contract are listed below:

- a) **Initial Rehabilitation** - Works as indicated in the BOQ, Contract and as instructed by the GM.
- b) **Routine Maintenance** – to be carried out as indicated in the contract and as instructed by the GM.
- c) **Periodical Renewals** – to be carried out as indicated in the contract and/ or as instructed by the GM by issue of Work Order.
- d) **Emergency Works** - As indicated in the NIT and when instructed by employer by issue of work order.

Bid may be invited for one or more work services listed from (a) to (d) above. Bidder should, therefore, go through the NIT carefully and quote for the work for which bid has been invited. Percentage quoted by the bidder will be applicable to all work/ services indicated above.

1.3 The successful Bidder will be expected to carry out the Works and Services during the period stated in the NIT and work order.

1.4 The Employer may appoint a Supervision Consultant to assist and advise the Employer in the supervision of the execution of the Works and Services specified in the Contract to ensure the successful Bidder's compliance with the Contract Documents. The Consultant will act as Engineer under the Contract.

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

2. Source of Funds

The Government of Madhya Pradesh shall provide funds for the work.

3. Eligible Bidders

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

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

4. Qualification of the Bidder

4.1 All bidders shall provide in Section 3, (Forms of Bid) Qualification information and 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 technical bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB or NIT.

- (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, in each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
- (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;
- (h) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (k) Proof of Registration with EPF Organisation.
- (l) the proposed methodology and programme of construction & maintenance, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Bids from joint venture are not allowed.

4.4 A To qualify for award of the Contract, each bidder should have in the last five years: (for packages with PAC more than Rs. 5.00 (five) crores)

- a) Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to 75% of the estimated cost of works (out of which one third turnover should be from Road Work) for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.
- b) Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.

4.4 B (a) Each bidder must produce:

- (i) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (ii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

- (b) Each bidder must demonstrate:
 - (i) availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
 - (ii) availability for construction work of technical personnel as stated in the Appendix to ITB.
- (c) The bidder must not have in his employment:
 - (i) the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - (ii) without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

4.5 Deleted.

- 4.6** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

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

where

- A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.
- N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).
- M = 2 or such higher figure not exceeding 3 as may be defined in the Appendix to ITB.
- B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be signed by the bidder with an undertaking that in case any information is found incorrect he may be disqualified/ debarred from participation in future tenders.

- 4.6.1** Contractors may participate in the tender of a package having PAC upto Rs. 5.00 (five) crores on the basis of their Registration in appropriate class. Conditions given in clause 4.4 (A) (a) and 4.6 will not be applicable in such case.

- 4.7** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
 - (ii) been debarred by the department from participation in tenders due to their record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

- 7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction and maintenance of the Works. The costs of visiting the Site shall be at the Bidder's own expense. For site visits he may contact the GM PIU concerned.

B. Bidding Documents

8. Content of Bidding Documents

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

- 1 Notice Inviting Tender
2. Instructions to Bidders
- 3 Qualification Information
- 4 Conditions of Contract
(Part I General Conditions of Contract, and Contract Data;
Part II (A) Special Conditions of Contract, Part-II (B) Special condition applicable to 5 (five) years maintenance contracts only)
- 5 Specifications/drawings
- 6 Form of Bid
7. Bill of Quantities
8. Form of Acceptance, Form of Agreement, Form of Notice to Proceed with the Work, Form of Unconditional Bank Guarantee.

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

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

9. Clarification of Bidding Documents and Pre-bid Meeting

- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Email at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Employer's response will be communicated through Email only.
- 9.2.1 If a pre-bid meeting is to be held, the bidder or his authorised representative is invited to attend it. Its date, time and address are given in the NIT.
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by e-mail so as to reach the Employer not later than 3 days before the meeting.

- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be displayed on the official website/ e-tendering portal.
- 9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be displayed on the official website/ e-tendering portal in case of tender invited online.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend, if necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid

- 11.1 All documents relating to the Bid shall be in the language specified in the Appendix to ITB. Photo/ Scanned copy of documents in Hindi will also be accepted.

12. Documents Comprising the Bid

- 12.1 The Bid submitted by the Bidder shall be in two separate parts: - **(For online submission please see instructions available on E-procurement portal and in Section 1(a) of this document).**

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

- I. For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents may be placed in a separate cover, marked “cost of bidding document downloaded from the internet”;
- II. Earnest Money in a separate cover marked ‘Earnest Money’;
- III. Authorized address and contact details of the Bidder having the following information;
Address of communication :
Telephone No.(s) : Office :
Mobile No. :
Facsimile (FAX) No. :
Electronic Mail Identification (E-mail ID) :
- IV. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- V. Undertaking that the bid shall remain valid for the period specified in clause 15.1 OF ITB.
- VI any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VII. An affidavit affirming that information furnished in the bidding document is correct to the best of his knowledge and belief.

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

- (i) Financial Bid in the form as specified in Section 6;
- (ii) Priced bill of quantity for items specified in the BOQ attached to detailed NIT. (in case of item rate tender only)

- 12.2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.
- 12.3 The following documents will be deemed to be part of the bid.

| Section | Particulars |
|---------|--------------------------------------|
| 1 | Notice inviting Tender |
| 2 | Instruction to the bidders |
| 3. | Conditions of Contract (GCC and SCC) |
| 4. | Contract Data |
| 5. | Specifications |
| 6. | Drawings |

13. Bid Prices

- 13.1 The Contract shall be for the whole Works, as described in the NIT, based on the offer given by the bidder.
- 13.2 Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
In case of percentage rate tender, contractor should quote above / below / at par of the relevant SSR as given in NIT. Contractor who fails to mention above/ below / at par of the SSR his bid will be treated as non-responsive.
- 13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

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

15. Bid Validity

- 15.1 Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

- 16.1** The Bidder shall furnish, as part of the Bid, Earnest Money, for the amount specified in the NIT.
- 16.2** The Earnest Money shall, at the Bidder's option, be in the form of Fixed Deposit Receipt or DD of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.
- 16.3** Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.
- 16.4** The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.
- 16.5** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6** The Earnest Money may be forfeited:
- a) if the Bidder withdraws the Bid after bid 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 Agreement; and
 - ii. Furnish the required Performance Security.

17. Alternative or conditional Proposals by Bidders

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

18. Format and Signing of Bid

- 18.1** The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.
- 18.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.2(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 18.3** The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

***D. Submission of Bids* – (For online submission please see instructions available on E-procurement portal and in Section 1(a) of this document).**

19. Sealing and Marking of Bids

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

EMD

Cost of bid document if the form of Bid is downloaded from the internet.

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

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

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

- 19.2** The inner and outer envelopes containing the EMD, Technical and Financial Bids shall
- a) be addressed to the Employer at the address provided in the NIT;
 - b) bear the name and identification number of the work package.
 - c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1 of ITB.
- 19.3** In addition to the identification required in Clause 19.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or is declared non-responsive pursuant to Clause 22 of ITB.

20. Deadline for Submission of Bids

- 20.1** Complete Bids (including Technical and Financial) must be received by the Employer at the address specified in the NIT not later than the date and time indicated in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.
- 20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

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

E. Bid Opening and Evaluation

22. Bid Opening

- 22.1** The Employer will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2** The envelope containing the technical bid shall be opened. The inner envelope marked "cost of bidding document downloaded from the internet" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- In case of tender document downloaded from the Internet, contractor will have to sign on the authentic copy of tender document which will be attached by General Manager at the time of execution of agreement and also on the tender document submitted by the bidder. In case of any difference in the conditions of the two documents conditions given in the authentic copy of the document will prevail.
- 22.3** In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 22.4** The Employer will prepare minutes of the Bid opening, including the information disclosed to those present.
- 22.5** Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and a list of the responsive bids whose financial bids are eligible for consideration will be prepared.
- 22.6.** Financial bid shall be opened at the place, date & time specified in the NIT.

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

23. Process to be Confidential

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

24. Clarification of Bids and Contacting the Employer

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

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

25. Examination of Bids and Determination of Responsiveness

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

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

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

26. Correction of Errors

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

- a) where there is a discrepancy between the rates in figures and in words, **the lowest of the two will govern, however, in case of online submission of tender through electronic process, rate quoted by contractor in figures will govern.**
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

27. Evaluation and Comparison of Bids

- 27.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.
- 27.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.
- 27.3** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.
- 27.4** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of routine maintenance of works to be performed during the contract period, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After its evaluation, the Employer may require that the amount of the performance security set forth in Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

28. Price Preference

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

F. Award of Contract

29. Award Criteria

- 29.1** Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:
- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
 - ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

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

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

31. Notification of Award and Signing of Agreement.

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

- 31.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.
- 31.3. The Agreement will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 31.4. Upon the furnishing by the successful Bidder of the Performance Security, & signing the agreement work order shall be issued.
- 32. Performance Security**
- 32.1. The amount of performance security is 5% of the contract amount. Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security equal to **one percent** of the Contract Price, valid a date 45 days after the expiry of intended completion period of contract plus additional security for unbalanced bid in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract. **4% (four percent) performance security will be retained from each running payment.** The amount of additional performance security shall be decided by the employer.
- 32.2. The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from a Scheduled commercial bank.(other than Co-operative Bank)
- 32.3. Failure of the successful Bidder to comply with the requirements of Clause 32.1.shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under PMGSY for one year.
- 33. Advances - No advances, on any account shall be paid to the contractor.**
- 34. Corrupt or Fraudulent Practices**
- 34.1. The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

Appendix to ITB

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

Instructions to Bidders

Clause Reference

- (3.1) Eligible Bidders are: As mentioned in NIT.
- (4.2) The information required from bidders in Clause 4.2 is modified as follows:
None
- 4.2 (g) The percentage is 20% of contract price.
- (4.4 A) (b) Nil [insert the amount if it is more than one-third of the estimated cost of works.]
- (4.4 B) (a) (ii) Other certificates required with the bid are:
None.
- (4.4. B) (b) (i) The key equipments for road works and field testing laboratory Road Works are:

| Minimum Plant Requirements | Class of Equipment /Machinery | Min. Number Required |
|----------------------------|-------------------------------|--|
| 1 | Static Roller | No. will be decided by GM with reference to the work load under the contract |
| 2 | Truck/Dumper | |
| 3 | Hot Mix Plant | |
| 4 | Paver/Finisher | |
| 5 | Water Tanker | |

For field testing Laboratory

Name of the Equipment Quantity

As per Appendix 10.2 of Rural Road Manual 2002 (SP 20-2002) for each package

- i. The bidder should produce the documentary evidence in support of his owning or having confirmed access of the required equipments (in good condition) for the project.
- (4.4) (b) (ii) A maintenance engineers with degree / diploma in civil engineering with three years experience.
- (4.4 B) (c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

A bidder shall not be permitted to bid for works in the Project Implementation Unit responsible for award and execution of contracts in which his or his spouse's near relative is posted as Accountant/Accounts Officer or as an officer in any capacity between the grades of General Manager and Assistant Manager (both inclusive). He shall also intimate the name of persons who are working with him in any capacity and who are near relatives to any officer of MPRRDA. Any breach of this condition by the contractor would render him liable to be removed from the list of eligible contractors.

- Note: The term near relative means wife, husband, parents and son, grand son, brother, sister, brother-in-law, father-in-law and mother-in-law.
- (4.4 B) (c) (ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years as AE, EE, SE and CE from RES and MPRRDA.
In case there is no such person in his employment, his affidavit should clearly state this fact.

- (4.6) M = 2
- (7.1) The contact person is:
 Designation: General Manager, Project Implementation Unit of the
 PIU concerned as indicated in NIT
 Address:
 Telephone No.
- (9. 2.1) Place, Time and Date for pre-bid meeting are:
 Place As given in NIT
 Time
 Date
- (11.1) Language of the bid is: English
- (12.1) Part I (v) The other documents required are:
- (13.2.) Bids may be submitted only in : As per NIT
- (13.2) The Schedule of Rate applicable for Percentage Rate Method is- As per NIT.
- (16.1) As per NIT
- (16.2) Fixed Deposit Receipt (interest bearing) must be drawn:
 In favour of: General Manager of Project Implementation Unit concerned.
 FDRs of Co-operative Banks will not be accepted.
- (16.2) Other acceptable forms of Earnest Money pledged in favour of General
 Manager, Project Implementation Unit concerned are
 i. Demand draft of scheduled commercial bank in the name of GM
 PIU.
- (16.3) Exemption from Earnest Money is granted to: None.
- (20.1) The Employer's address for the purpose of Bid submission is - As indicated in
 NIT.
- (20.1) The deadline for submission of bids shall be:
 Time _____ As indicated in NIT.
 Date _____ As indicated in NIT.
- (22.1) & (22.6) The date, time and place for opening of the Technical Bids are:
 (A) Technical Bid
 Date
 Time - As indicated in NIT.
 Place
 (B) Financial Bid (For qualified bidder as)
 Date
 Time - As indicated in NIT.
 Place
- (32.1) The amount and validity period of the performance guarantee is: As per
 Clause-32.

Section 3

Qualification Information

Notes on Form of Qualification Information

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

1. Individual Bidders

| | | |
|-----|---|--|
| 1.1 | Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid In case of proprietorship firm name of proprietor. | [attach copy] _____ _____ [attach] |
| 1.2 | Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant) | <div style="text-align: right;">(Rs. In lakhs)</div> 20 -20 20 -20 |

| | |
|-------|---|
| 1.3 1 | Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge |
|-------|---|

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

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

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

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

(B) Works for which bids already submitted:

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

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

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

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

| Position | Name | Qualification | Years of experience | | |
|----------|------|---------------|---------------------|----------------|-------|
| | | | Road Works | Building Works | Other |
| | | | | | |

1.6 Deleted

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

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

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

Information on current litigation in which the Bidder is involved.

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

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

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

BANK CERTIFICATE

Package No. for which certificate is issued M.P.....

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

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

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank -----

Stamp of the Bank

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

Section 4 - Conditions of Contract

Part I - General Conditions of Contract

(For Rural Road Maintenance)

Notes on Conditions of Contract

These "Part I" General Conditions of Contract are subject to any variations and additions set out in the "Part II" Special Conditions of Contract and shall be augmented by the information contained in the Contract Data, the Scope of Works, and other documents listed therein. The complete "Conditions of Contract" is intended to express fairly the rights and obligations of both parties.

Section 4

Part – I General Conditions of Contract

Table of Clauses

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| 9. Personnel | 41. Tax |
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| 25. Arbitration | F. Other Conditions of Contract |
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| 29. Management Meetings | 60. Environment Protection |
| C. Quality Control | 61. Health & safety measures |
| 30. Work and Inspection | 62. Death or permanent invalidity of contractor |
| 31. Tests | 63. Jurisdiction |
| 32. Completion and Takeover of Works and Subsequent Activities | |
| 33. Deleted | |

Section 4 – Part I General Conditions of Contract

A. General

1. Definitions

1.1 In case of contradiction between the meanings of these definitions, and of other clauses of these conditions of contract, the employer will provide clarification on the assumption that the contract data is superior to the respective clause, and the meaning within an individual clause is superior to any definition given herein

Bill of Quantities means – **the schedule of items (nomenclature of which will generally be as per SSR) indicating unit and quantity of each item to be executed. In case of item rate bid the priced and completed Bill of Quantities forming part of the Bid.**

The Contract (or Contract Agreement) is the contract between the Employer and the Contractor to do the works and services required under the contract

The Contract Completion Date shall occur at the conclusion of the contract period, together with any defect liability period which remains to be completed, in accordance with sub-clause 17.4 in this contract, the use of the expression "Intended contract completion date" has no particular significance or distinct contractual meaning.

The Contract Data, as provided at the end of this "Section 4", specifies information in relation to the Conditions of Contract which is relevant to this particular Contract

The Contract Period, is the period of time set out in sub-clause 17.1, during which the contractor must execute or provide the works and services required under the Contract

The Contractor is the person or corporate body who has contracted to undertake the Works and services.

The Contract Price is the price stated in the contract agreement (and thereafter as adjusted in accordance with the provisions of the contract) for which the contractor will execute, complete, and subsequently maintain the works.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the contract or, if completed, showing serious signs of failure due to improper workmanship

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, pursuant to sub-clause 32.2.

The Defects Liability Period means the period stipulated in the contract data to Sub-Clause 32.3 during which the contractor remains responsible and liable for rectification of any defect in his works.

Drawings, including 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 work; including routine maintenance. The employer may delegate all or any specific functions to a person or body nominated by him.

Engineer in charge – means the general manager in charge of the PIU under whom work is being executed.

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 will act impartially and be responsible for supervising the execution of the works and administering the contract.

The intended Works Completion Date means – As mentioned in contract data.

Initial Rehabilitation is the work required to be under taken at the start date to restore the service quality level of the roads as indicated in the BOQ.

Materials are all supplies, including consumables, used by the contractor for incorporation in the works.

Notice to Proceed is the document issued upon signing of the contract agreement which initiates the start of the Works and Services

Periodic Renewal is work required to restore time-based deterioration of the roadway.

Plant and / or Equipment denotes the Contractor's tools, machinery and vehicles brought temporarily to the site to construct the works.

Routine Maintenance is the regular and organized maintenance of the roads within the site, as specified in the contract documents, for the period stated in the contract.

The **Site** is the area defined as such in the contract data.

Specification means the specification of the works, as described in contract document and any modification or addition made or approved by the engineer by issue of a variation.

The **Start Date** is given in the contract data It is the date when the Contractor shall commence execution of the works and services. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** is a person or corporate body who has contracted with the Contractor to carry out certain activities under the Contract on behalf of the Contractor.

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

A **variation Order** -is an instruction given by the Engineer, which varies the Works.

The works and Services, as defined in the Scope of Works, comprise inter alia the Routine maintenance of the Roads within the Site, together with any Initial Rehabilitation Works and the Periodic Renewal works needed to restore the highway fabric from time to time and other services necessary for maintaining smooth flow of traffic at all time.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around Headings have no significance Words have their normal meaning under the language of this Contract unless specifically defined. The employer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 The documents forming the Contract, and listed in the Agreement shall be interpreted in the following order of priority
 - (1) Agreement read with NIT
 - (2) Notice to Proceed with the Work,
 - (3) Letter of Acceptance,
 - (4) Contractor's Bid
 - (5) Contract Data

- (6) Special Conditions of Contract Part II
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings
- (10) Bill of Quantities and
- (11) Any other document listed in the Contract Data.

3. Language and Law

3.1 The language of the contract and the Law governing the contract are stated in the contract data

4. Engineer's Decisions

4.1 Except where otherwise specifically Stated, the Engineer will decide contractual matters between the employer and the contractor in the role of representing the employer. However, the Engineer shall obtain the approval of Employer where so required under the rules and instructions issued by the employer.

4.2 Further to Sub clause 4.1, The following powers shall be retained by the employer;

4.2.1 Issuing a contract variation under Clause 35,

4.2.2 Fixing rates or prices under clause 36.1

4.2.3 Subletting of any part of the works under clause 7

4.2.4 Determining an extension of an intended Works Completion Date, under clause 27

4.2.5 Determining an extension of the Contract Period, under Clause 27

4.2.6 Approving replacement and substitute personnel under Cause 9

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

5. Delegation

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

All communications, including certificates, notices or instructions, to be transmitted to the contractor by employer or engineer, shall be sent to the address written in the agreement signed by the employer and Contractor' Additionally, for convenience, the engineer and contractor may agree to send a copy of any correspondence relevant to management of the work site, to an address local to the project

The address and contact details for communication with the employer or engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions of contract 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 – Not allowed.

8. Other Contractors

8.1 The Contractor shall, upon written request from the employer or the engineer, afford all reasonable opportunities for the following third Parties to carry out work within the Site, namely.

- (a) any other contractors employed by the Employer
- (b) the workmen of the Employer, and

- (c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the contract or of any contract which the Employer may enter into in connection with or ancillary to the works.

The Employer and / or any third party contractor, as the case may be in respect of such work, shall have full regard for safety of, and avoidance of danger to all persons entitled to be on the Site.

In the case where such a third party contractor occupies a part of the Contractor's site, to the extent that it is impractical for the Contractor to undertake routine maintenance works, then the Employer will ensure that the third Party will be made responsible for maintenance for the period and extent of his occupation, at no cost or deduction to the Contractor.

- 8.2 The Contractor should arrange to undertake the construction works in such a way as to ensure the least hindrance to the smooth flow of traffic, including movement of vehicles and equipment of other Contractors till the completion of the Works, to the satisfaction of the Engineer.

9. Personnel

- 9.1 For supervision and management of the construction work and routine maintenance and for operation of the field laboratory, the contractor shall employ technical personnel with the qualifications and experience, and in such numbers, as set out in the contract data. The engineer will approve any proposed replacement of any nominated technical personnel only if their relevant qualifications and abilities are substantially equivalent to or better than the requirements stated in the contract data.
- 9.2 If the Engineer requires the Contractor to remove a person who is a member of the Contractor's staff or work force stating reasons of poor technical performance or of impropriety or the like, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract The Contractor shall then replace that person in accordance with the requirements of Sub-clause 9.1
- 9.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

- 11.1 The Employer is responsible for, and will indemnify the Contractor against the following excepted risks
 - (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 not commotion or disorder.
 - (b) Damages caused to work, through natural calamities, which was not constructed by him.**
 - (c) Contamination from any nuclear fuel or nuclear waste or radioactive or toxic explosive,
 - (d) A cause due solely to the design of the Works, other than the Contractor's design, and
 - (e) loss or damage due to the use or occupation of the Site by the Employer except as may be provided for in the Contract;

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. Liability for Accidents to person

The contractor shall be deemed to have indemnified and saved harmless the Employer against all action, suits, claims, demands, costs etc., arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other status in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

14. Site Investigation Reports

- 14.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the site of works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The costs of visiting the Site shall be at the Bidder's own expense for site visits, he may contact the GM PIU concerned.

15. Queries about the Contract Data

- 15.1 The engineer will clarify queries on the contract data.

16. Scope of Services

- 16.1 The Contractor shall undertake the works and services on the Rural Roads listed in the agreement. The principal objectives of the contract are to undertake the maintenance of the Roads, Bridges and services, mentioned in the agreement in accordance with the scope of works and specification.

- 16.2 **Routine Maintenance - The contractor is responsible for undertaking all maintenance that is set out in the contract, without requiring the intervention or instruction of the Engineer, other than that the latter will undertake inspections to assess compliance with the service intervention levels, as a prerequisite to certifying payment. The contractor is, therefore, responsible for choosing the methodology, which is the most efficient and cost effective, whilst at the same time delivering the service quality levels without compromising the convenience and safety of the road user.**

- 16.2.1 **The rates of routine maintenance are based on the principal of monthly lump-sum payment to be made for complete services under taken in compliance with the contract. Payment will be regulated as per provisions of Clause 38.2.**

- 16.2.2 The contractor shall do the maintenance of roads, pavement, road sides and cross drains, culverts/ bridges, surface drains to the required standards and keep the entire road surface and structure in defect free condition during the entire maintenance period, keeping in view provisions of Chapter 11 of Rural Road Manual (IRC:SP:20:2002), specific provisions of which are given in the contract data.

16.3 Initial Rehabilitation Works

As provided under the contract, initial rehabilitation works, shall be carried out in accordance with the Technical Specifications at unit rates/prices offered by the contractor in his Bid for the estimated quantities shown in the Bill of Quantity, and completed within the time indicated in the work order issued by the Engineer for the execution of the initial rehabilitation works. Payment for such work shall be based on the work actually executed, **measured and accepted by the engineer** in terms of the agreement

16.4 Periodic Renewal

If included in the agreement, the periodic renewal bituminous surface shall be carried out by the contractor in accordance with specifications and at the rate offered by the contractor in his Bid for the estimated quantities shown in the bill of quantities within the time period indicated in the work order.

16.5 **Emergency works**

If provisions exist in the agreement, emergency work will be carried out by the contractor in accordance with the specifications and at the rate offered by the contractor in his bid. Such work will be carried out when specially ordered by the employer by issue of a work order and within the time limit indicated therein.

16.6 The Contractor shall undertake these tasks using intermediate Technology, i.e. by both manual and mechanized means as appropriate, in order to achieve both the quantity and quality of work required under the Contract. Consequently, the contractor shall deploy and keep available on site the minimum numbers of Plant and Equipment listed in the Contract Data.

16.7 The Contractor must also deploy sufficient and adequate plant, equipment and **mobile unit** required for maintenance work and to achieve the completion of rehabilitation and renewal work, described above, within the time. The Contractor should note that any Failure to complete the works within the given time limit will attract the provisions of Clause 44 and other clauses of the contract. Failure to comply with this requirement may be considered a Fundamental Breach under sub-clause 52.2.

17. **Commencement and Duration of the Works and Services**

17.1 Contract period is five years from start date unless otherwise indicated in the NIT. The contractor shall commence execution of routine maintenance on the start date and shall continue such execution for the full duration of the contract period and which may be extended either by grant of extension under Clause 27, 17.4 or specifically as a result of a variation order under sub-clause 35.2.

17.2 Where Initial Rehabilitation is to be undertaken, it shall commence from the start date and be completed within the time limit specified in the contract.

17.3 Whenever periodic renewal works are included in the contract or instructed by the employer, the construction time table shall be set outside of the months of the monsoon season, and the intended works completion date shall be confirmed in the instruction, in accordance with the provisions of sub-clause 23.1. No works shall be instructed for which the construction period would extend beyond the end of the Contract Period given in sub-clause 17.1 above.

Similarly when instructions are issued by the General Manager for carrying out any emergency work, start date will commence from the date of work order and intended completion date shall be as mentioned in the work order.

17.4 The contract completion date shall occur at the conclusion of the Contract Period given in sub-clause 17.1 above, but shall be deferred by any period for which defects pointed out by the engineer during contract period remain to be rectified. Any changes or extensions to this date will be confirmed from time to time, as necessary, by the Engineer. If contractor is not attending rectification of defects pointed out by the engineer within the time limit given in the notice or extension granted on the request of contractor action under clause 52.2 will be taken.

18. **Approval of Contractor's Designs and Proposals**

18.1 The contractor shall be responsible for the design of all temporary works necessary for the execution of the works and maintenance including, inter alia, support of excavations support of tall and overhead structural elements during erection, provision of formwork for placing concrete, and for traffic management arrangements the Contractor shall submit full drawings and specifications of the proposed temporary works, to the Engineer, for his approval

18.2 The Engineer's approval shall not alter the Contractor's responsibility for ensuring that the Temporary Works are safe, complete, and fit for purpose.

18.3 The Contractor shall obtain approval of third parties to the design of the temporary works, where required.

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

19. Safety

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

19.2 The Contractor shall take heed of the needs, rights, and safety of all traffic permitted to use the roads through the Site, both motorised and non-motorised, and of persons resident in or occupying premises adjacent to those roads.

19.3 All traffic management required or necessary for execution of the works shall be implemented in accordance with "Guidelines on Safety in Road Construction Zones", IRC:SP:55 2001.

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 hand over possession of the Site, to the contractor, on or before the start date.

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 officers of Ministry of Rural Development, Government of India
- d) National Rural Roads Development Agency, New Delhi

23. Instructions

23.1 The Contractor shall carry out all instructions of the Engineer, which should be given in writing. In the exceptional circumstance where the Engineer is obliged to issue a verbal instruction, the Contractor has the right to receive written confirmation within 24 hours.

23.2 If the contractor considers that an instruction is not in accordance with the provisions of the contract, or that it contravenes local or national law, he must immediately so notify the engineer in writing. Attention is drawn to Clause 4 of these conditions of contract, concerning limitations of the engineer's authority.

24. Dispute Redressal System

If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works thereunder, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, within 30 days from the date of its occurrence, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of 60 days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

25. Arbitration

- 25.1 Either party will have the right of appeal against the decision of the competent authority, nominated under Clause 24, to the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1983 provided the amount of claim is more than Rs. 50,000/-.
- 25.2 Notwithstanding anything referred to either to the Engineer or to Arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

B. Time Control

26. Programme

- 26.1 Within the time stated in the contract data, and building upon the methodology and programme submitted with his bid, the contractor shall submit a programme to the engineer, for his approval, showing the general methods, arrangements, order, and expected timing of each of the routine maintenance operations, as well as the timing for all the anticipated works activities.
- 26.2 Together with the Programme, the Contractor shall submit the list of equipment and machinery being brought to site and the list of key personnel being deployed for all Works and Services of the Contract, as well as the list of equipments being placed in the field Laboratory established pursuant to Clause 31. The Engineer shall verify these details at appropriate intervals during the works and maintenance period.
- 26.3 The contractor shall submit an updated programme for the engineer's approval at intervals no longer than the period stated in the contract data, as well as indicating the progress for each activity. The updated Programme shall show the effect of any instructions, variations, and compensation events, indicate any effect these have on the timing of the remaining works and Services, including for the changes to the sequence of the various activities.
- 26.4 If the Contractor does not submit an updated Programme at the specified intervals, the Engineer may impose a penalty by withholding the amount stated in the Contract data from the next payment certificate and continue to impose a penalty each month until an updated Programme has been submitted.
- 26.5 The Engineer's approval of the Programme shall not affect or diminish the Contractor's contractual obligations in any way.

27. Extension of the Contract Period

- 27.1 The Engineer shall consider granting an extension to the contract period or to any individual work component completion date within the contract period, if a) a compensation Event occurs or b) a Variation Order is issued either which results in any item of work activity being impossible to complete within the Contract Period or within the intended works completion date, without the contractor taking steps to accelerate the remaining works activities and thus incurring additional cost for the Contractor
- 27.2 Within 21 days of the contractor asking the engineer for a decision upon the effect of a compensation Event or variation order, and submitting full supporting information, the Engineer shall decide whether and by how much time either the contract period or the works completion date (or both) should be extended, and shall advise both the Contractor and the Employer of his decision. With the Employer's approval, the Engineer will then confirm to the Contractor that a) the extension of the Contract Period and / or the Works Completion date has been granted, and b) that Routine Maintenance shall be continued throughout the extended Contract Period.

- 27.3 If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing any extension.
- 27.4 The employer may, while the work is in progress, grant interim extension of time on the request of contractor, reserving the right to recover the liquidated damages and decide the quantum of liquidated damages as set out in Clause 44 on completion of work taking into account the effect of compensation events and delay on the part of contractor.

28. Delays Ordered by the Engineer

- 28.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the works.

29. Management Meetings

- 29.1 The Engineer may require the Contractor to regularly attend a monthly management meeting, the business of which is to monitor the effectiveness of the routine maintenance services provided by the Contractor and to review the planning and execution of reinstatement, renewal, or other works of the Contract.
- 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. Work and Inspection

- 30.1 **Works Inspection** - The Contractor is solely responsible for ensuring that construction work {Initial Rehabilitation, Periodic Renewal emergency works) are carried out in accordance with the quality requirements of the contract documents. However, whenever the contractor anticipates covering up any work, he must notify the engineer in advance so that the Engineer has an opportunity to inspect and / or test the works to be covered.

In any case, the Contractor shall submit timely requests to the Engineer to give his approval of works which have been completed and which have successfully passed the specified tests, and for which certification for payment will be requested in the next Monthly Statement under Clause 38.1. Otherwise, the Engineer may choose not to certify the works for payment.

- 30.2 However, from time to time, the Engineer shall independently check the contractor's work and notify the contractor of any faults that are found, so that the contractor may correct them before covering up or proceeding further. Such checking shall not affect the contractor's responsibilities. The engineer may instruct the contractor to uncover and test any work that the engineer considers may be faulty and which has been covered without due notice.
- 30.3 **Routine Maintenance Work** - The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains, culverts/ bridges to the required standards and keep the entire road surface and structures in defect free condition during the entire contract period. Various routine maintenance activities and their periodicity given in the contract data will be followed.
- 30.3.1. The routine maintenance standards shall meet the following minimum requirements:-
- i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during contractor's monthly inspection or by the Engineer, **maximum within 3 days.**
 - ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
 - iii) Cleaning of surface drains including reshaping to maintain free flow of water.

- iv) Cleaning of culverts and pits for free flow of water.
- v) Any other maintenance operation required to keep the road traffic worthy at all time during the maintenance period.

30.3.2 **Monitoring & Inspection of Routine Maintenance Works**

To fulfil the objectives of Routine Maintenance laid down in Clause 16 and 30 the contractor shall undertake detailed inspection of the roads at least once in a month, and shall maintain a record of his inspection. The contractor shall forward to the engineer the record of inspection, together with details of the routine maintenance which has been carried out during that month. The engineer shall formally verify that, from his own inspections, if the condition of the roads is satisfactory he shall endorse the contractor's record of inspection by signature. The contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during the rainy season.

The Engineer may also monitor the condition of the roads on an "regular basis and shall draw the Contractor's attention to any aspect of maintenance which has been overlooked.

31. Tests

- 31.1 All construction materials brought to site shall be stacked and / or covered in such a way as to avoid deterioration, due to ingress of water or from other climatic effects, and shall be tested for compliance with the Specification immediately prior to incorporation in the works
- 31.2 For carrying out the obligatory tests prescribed in the specification, the contractor shall establish a field laboratory at a location approved by the Engineer The field laboratory will be fully equipped to enable the contractor to undertake all tests required under the Specification and shall also have any equipment 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.

The cost of setting up the laboratory and of sampling and testing materials etc., shall be borne by the Contractor and considered to be included in the rates offered for work.

- 31.3 To check for compliance of certain parts of the works with the requirements of the specification, the engineer may instruct the contractor to carry out additional testing, not otherwise set out under the specifications In such a case, the contractor shall pay the costs of sampling and testing where the test indicates non-compliance, otherwise the employer will reimburse the contractor's costs.
- 31.4 The contractor may submit a proposal to the Engineer for testing certain specialized tests to be undertaken at a reputed Government or commercial testing house and, if the engineer is satisfied with the credentials of the testing house, he may give his approval.

32. Completion and Takeover of Works and Subsequent Activities

- 32.1 **Final Inspection of Works** - By giving adequate notice to the engineer, in advance of the expected completion of any rehabilitation, renewal, emergency or of any other works instructed by the engineer under Clause 23, the contractor shall invite the engineer for a Joint Inspection of the said works to determine its degree of completion and the extent and number of defects or items of outstanding work that remain, if any. The contractor shall prepare a snagging list of all times, which in the opinion of engineer, are incomplete or require

rectification. The contractor shall, prior to the intended works completion date complete or resolve all items on the snagging list.

- 32.2 **Completion of Works** - When the Contractor has completed or resolved all items on the snagging list compiled pursuant sub-clause 32.1, he shall confirm the same to the engineer, in writing, and shall request the engineer to certify the completion of the works. When the engineer is satisfied that the works are in fact complete, he shall issue a certificate of completion of the works/ individual component of the work. This will justify certification of full payment for the work (less any deductions) in accordance with Clause 38.
- 32.3 The defects liability/maintenance period shall commence with the issue of the certificate of completion of works/ individual component of work and continue for the duration given in the contract data.
At any time during the defects liability period, the engineer may issue a notice to the Contractor to carry out rectification of any defects noticed in his inspections, or brought to his attention. The Contractor shall rectify the defects in accordance with a methodology and time table indicated or approved by the Engineer, and submit a compliance report to the engineer.
- 32.4 **Defects Liability Certificate** – Two months before the end of the defects liability/maintenance period, the contractor shall incite the Engineer for a joint inspection of all the works, to determine that no defect and maintenance work remains to be rectified attended and if the Engineer is satisfied that such is the case, he shall issue the defects liability Certificate for those Works, confirming the end of the Contractor's liability for defects and maintenance in respect of the work.

33. Deleted

D. Cost Control

34. Bill of Quantities

- 34.1 The Bill of Quantities contains work items for construction, installation, testing and commissioning, and maintenance of the Works, and lump sum per km rates for each of the year for which the Contractor has to undertake routine maintenance.
- 34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the item/ percentage rates or lump sums per Km. as entered in the Bill of Quantities, in accordance with Clauses 38 and 39.
- 34.3 The whole cost of complying with the provisions of the Contract shall be deemed to be included in the rates of item provided in the Bill of Quantities, except in so far as it is otherwise provided for under the Contract, and each of the item are considered individually and collectively, to include for the cost of all construction plant, labour, supervision, materials, temporary works and false works, maintenance, establishment and overhead charges, profit, taxes and duties and levies and other charges, together with all general risks, liabilities and obligations set out or implied in the contract, and including remedy of any defects during the defects liability period.

35. Variations to the Contract

- 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, for different item variation limit will be as under;

| | | |
|---------------------------------|-------|-------|
| Part I- Initial Rehabilitation | ± | } 25% |
| Part-II- Routine Maintenance | | |
| Part III- Renewal of BT surface | ± 50% | |

35.2 Payments for Variations

- 35.2.1 If rates for Variation items are specified in the Bill of Quantities/ SOR, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in Clause 35.1. 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.
- 35.2.2 If the rates for Variation are not specified in the Bill of Quantities/ SOR, the Engineer shall derive the rate from similar items in the Bill of Quantities.
- 35.2.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

36. Extension of Routine Maintenance Period

- 36.1 If circumstances require the employer may reach agreement with the contractor to extend the period of routine maintenance beyond the period provided in sub-clause 17.1, up to the limit specified in the contract data, and such an agreement shall be formalized in writing and shall constitute a variation to the contract.
- 36.1.1 Payment during extended period shall be made at the rate applicable during the year preceding the extended period.

37. **Price Adjustment** - No price adjustment will be admissible on any account, except as provided in section 4 part-II (B) Special conditions of the contract.

38. Certification of Payment

- 38.1 Submission of Monthly Statement - At the *end of each month* subsequent to the start date, the contractor shall submit to the engineer a statement of the total value of the work and services that he has executed to date and which have been approved by the engineer in accordance with Clause 30 and the scope of works, less the cumulative amount certified previously.

This monthly statement shall include the valuation of instructions, variation orders and compensation events. All such monthly payments will be by way of advance payments to be adjusted in the final Bill.

- 38.2 **Routine Maintenance Works - for routine maintenance works, the contractor's statement shall be supported by a copy of the Contractor's Record of inspection for the month, which shall have been endorsed by the engineer in pursuance of Clause 30.2**

To consider the certification of payment for routine maintenance, the engineer shall determine whether the contractor has actually achieved compliance with the Service Quality Levels (or other requirements) specified in the Scope of Works and with reference to 100 point (hundred point) performance indexes assigned to various maintenance activities as given in contract data, pursuant to Clause 16, and the engineer shall certify the amount to be paid to the contractor.

The payment for maintenance will be made **once in 2 months @ 1/6 of the** approved rate for the year subject to the above conditions. Before releasing payment for a particular road GM will see, with reference to 100 point (hundred point) performance index that contractor has attended required maintenance during that period on that road. **If contractor has not attended maintenance work to the required standard and performance index is below 80**

points (eighty points) no payment will be released for that period even if such maintenance is attended in subsequent months If performance index is between 80 to 100, proportionate deduction in payment will be made for each item/activity of the work not attended during that period. For performance evaluation and payment of routine maintenance individual road shall be the unit. No payment shall be made for part maintenance of a road.

- 38.3 **Construction Works** - for the various construction works undertaken by the contractor the statement shall be supported by detailed measurement of all items of work executed during the preceding month and which have not already been certified for payment (together with any qualifying work which has not been included in any previous statement) earlier.

The extent or volume of the work executed shall be determined from independent measurements made by the Engineer, and the value of that work shall be calculated in accordance with the approved rates and shall be certified accordingly for payment.

Payment for Works for which no rate or price has been entered in the Bill of Quantities, will not be certified by the engineer as the cost shall be deemed to be covered by other rates or prices in the Contract (in case of item rate tender).

38.4 **Deleted**

- 38.5 **Certification** - Within 14 days of receipt, the Engineer shall check the Contractor's Monthly Statement and shall certify the amount to be paid to the Contractor The Engineer may delete or reduce the value of any item certified in a previous monthly statement, in the light of later, corrected, information.

- 38.6 The certification and payment of the final account shall be governed by the provisions of clause 50 of GCC.

39. Payments

- 39.1 Payments shall be adjusted for deductions for advance payments, security deposit, and any other recoveries under the terms of the Contract, and for Taxation at source, as applicable under the law. The employer shall pay the Contractor the amounts certified by the Engineer, within 15 days of the date of each Payment Certificate.

40. Compensation Events

- 40.1 The following shall be compensation Events unless they are caused by the contractor.

- a) The Engineer orders any works to be delayed or postponed
- b) The effects on the Contractor of any of the Employer's Risks,
- c) Extremely adverse or unexpected climatic conditions

- 40.2 If any compensation event would prevent any of the Works from being completed before the end of the Contract Period, then the works completion date and / or the Contract Period may be extended The Engineer shall decide whether and by how much, the works completion date and the Contract Period shall be extended, pursuant to the provisions of Clause 27.

41. Tax

- 41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the levies, duties, royalties cess, tolls, taxes of central and State Governments, Local bodies and Authorities and the Contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

All payments will be made in Indian Rupees online or through account payee cheque.

43. Security Deposit

43.1 The employer shall retain a security deposit equal to 5% (five percent) of the value of each payment due to the contractor for construction and maintenance services which will be repaid at the conclusion of the contract period, upon issue of the taking over certificate and on completion of contract pursuant to Clause 49.

43.2 If the contractor so desires, the Security Deposit and performance security can be converted into any interest bearing security of scheduled commercial bank (acceptable to the employer, other than co-operative bank) in the name of the Employer or National Saving Certificates duly pledged in favour of the employer valid for the period until a date 45 days after the expiry of intended completion period of works and maintenance. Amount of performance security may also be converted into unconditional bank guarantee of a schedule commercial bank, acceptable to the employer valid up to a date 45 days after the expiry of contract period.

44. Liquidated Damages

44.1 **For works other than routine maintenance** - The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date of the works mentioned in para 1.2 (a) (c) and (d) of Section-2 (ITB) of the agreement, is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities. The delay in departmental assistance ingrained in the contract will be duly taken into the account while recovering any compensation for delay. Decision of Chief Executive Officer, MPRRDA in this regard shall be final.

44.2 If the Intended Completion date is extended without penalty after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

44.3 **For Routine Maintenance** – If contractor fails to attend maintenance work even after notice being served by the engineer, **penalty at the rate of one thousand per Km. per week for the total length of the damaged road requiring maintenance shall be recovered. Delay beyond one month will be a cause for termination of contract.**

45. **Advance Payment – No advances, on any account shall be paid to the contractor.**

46. Performance Securities

46.1 The employer shall retain performance security equal to 4% (four percent) of the value of each payment due to the contractor for construction and maintenance services till the whole amount of the Performance Security (including one percent deposited at the time of agreement) is 5% (five percent) of the contract amount. This performance security shall be returned to the contractor when the Engineer has certified Completion of the contract, in accordance with Clause 49.

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 periods shall be remedied by the contractor at his cost.

E. Finishing the Contract

48. Taking Over of Site

- 48.1 Consequent upon the completion of contract period, the Employer shall take over the site, assuming full responsibility for it, with the exception of any residual liability for defect correction on the part of the contractor and the engineer shall write to confirm the same to the contractor by issue of the taking over certificate. However, work shall be taken over by the employer when all defects pointed out during defects liability period have been removed and maintenance work done as per agreement. **Defect liability / maintenance period shall stand extended for as long as defects remain uncorrected and required maintenance not attended.** If contractor fails to correct the defects or attend the required maintenance within the time limit given by the Engineer it will constitute a breach of contract and attract the provisions of clause 52.1.
- 48.2 The Contractor's attention is drawn to the requirement of Clause 13, that all insurances are to valid and in force until Contract Completion

49. Completion of the Contract

- 49.1 Consequent to the take over of the site by the employer under clause 48, and conformation that all notified defects have been rectified and that defects liability certificates have been issued for all relevant works, in accordance with clause 48, the Engineer shall issue the certificate of completion of contract.

50. Final Account

- 50.1 Twenty One (21) days in advance of the expected end of the contract, the contractor shall supply the Engineer with a detailed account of the total amount that the contractor considers payable under the contract. If the contractors account is found to be correct and complete, the Engineer shall certify final payment that is due to the Contractor within 42 days of receiving the account. If the account is not correct and / or complete, the Engineer shall, within 42 days, issue 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 final payment certificate within 28 days of receiving the contractor's revised account the payment will be made within 14 days thereafter.
- 50.2 In the case that no account has been received from the contractor within 21 days of the issue of the certificate of completion of the contract, as provided in Clause 49.1 above, the engineer shall independently proceed to finalise the account, based on the information available to him, and shall issue a Final Payment Certificate within a period of 42 days. The payment on the final payment certificate will be made within 14 days thereafter.

51. As-Built Drawings and Q&M Manual

- 51.1 If the Contractor is required to prepare "As Built" Drawings in respect of the original works executed during contract period, the requirement and date of their submission will be stated in the Contract Data.

When "As Built" Drawings are required the cost of preparation will be deemed to be included in the cost of the respective works so that the Contractor's failure to submit them at the proper time may result in a non-refundable penalty of 0.5% of the cost of the respective works being deducted from the payment certificate.

51.2 There is no requirement for the Contractor to provide an Operation and Maintenance Manual, other than the program, plans, and other information required to be submitted under Clause 26 of these Conditions of Contract.

52. Termination

52.1 The Employer may terminate the contract if the contractor causes a fundamental breach of the contract.

Fundamental breaches of Contract shall include, but shall not be limited to, the following, namely that;

- a) the Contractor repeatedly or continuously fails to carry out his duties and responsibilities under Clause 16, 30, 32 and other clauses of these Conditions of Contract, with respect to the timely completion of works and services.
- 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, in the judgement of the employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the contract for the purposes of this clause, "corrupt practise" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- f) the Contractor fails to deploy machinery and equipment, or personnel, as specified in sub-clause 16.3. and at the appropriate time.
- g) other fundamental breaches as specified in the contract data.

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

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

53. Payment upon Termination

53.1 If the contract is terminated because of a fundamental breach of contract by the contractor the **performance/security deposit of the contractor shall be forfeited**. The engineer shall issue a certificate for value of the work done, less payments made up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed as indicated in the contract data and other standard deductions. Additional Liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from any amount due to the contractor under any agreement

with MPRRDA/ State government. If any amount is still left un-recovered it will be recovered as arrears of land revenue.

- 53.2 If the contract is terminated at the employer's convenience, the engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repatriation of the contractors 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 in terms of the contract, and less taxes due to be deducted at source as per applicable.

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 and contractor shall not remove them without prior approval of the employer. The responsibility of their safe custody and upkeep will rest with the contractor.**

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. 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 and accepted by client.

F. Other Conditions of Contract

56. Labour

- 56.1 The contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and Transport.
- 56.2 The contractor shall, if required by the engineer, deliver to the engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the site and such other information as the engineer may require.

57. Compliance with Labour Regulations

- 57.1 During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the state or Central Government or local authority and any other labour law (including rules), 'regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the central government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I general condition of contract.
- 57.2 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 mending 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 me contractor, the Engineer/Employer shall have the right to deduct from any money due to the contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer.

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

58. Drawings and Photographs of the Works

- 58.1 When specified in the contract data and / or scope of works, the contractor shall make a still or video photographic record of the site at the locations and with the frequency specified. Reimbursement for this service shall be either on the basis of a regular lump sum or as an item Cost, as appropriate and as set out in the Bill of Quantities.
- 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 and equipment 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 Apprentice 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 Contractor shall ensure that all environmental mitigation measures are followed during project construction, operation and maintenance.

61. Health & safety measures

The Contractor shall

- i) Disseminate information at worksites on the risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction.
- ii) Follow legally mandated provisions on health, sanitation, and appropriate working campsites during the construction period,
- iii) Comply with all applicable labour laws do not employ child labour for construction and maintenance activities, and provide appropriate facilities for children of labour in construction campsites;
- iv) Provide equal opportunity for women for road construction activities, as well as not differentiate on wages between men and women for work of equal value.

62. Death or permanent invalidity of contractor

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

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

63. Jurisdiction

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

**SAFIENT 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 prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - v. Pension- or family pension on retirement or death as the case may be.
 - vi. Deposit linked insurance on the death in harness of the worker.
 - vii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951** -The Act provides for leave and some other benefits to women employees in case of contribution or miscarriage etc
- e) **Contract Labour (Regulation & Abolition) Act 1970** -The Act provides for certain welfare measures in the 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 1946** - 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 & 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 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 5 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 in 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 registration 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 (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 4 Contract Data to General Conditions of Contract

Contract Data

| GCC Clause | With Reference to: | Data | |
|------------|--|---|---|
| 1.1 | The Employer | Madhya Pradesh Rural Road Development Authority Acting through Chief Executive Officer. | |
| 1.1 | The Employer's Authorized Representative | Engineer-in-Chief, Chief General Manager, General Manager of concerned PIU. | |
| 1.1 | The Engineer | General Manager of concerned PIU and consultant appointed by MPRRDA | |
| 1.1 | The Site (location) | The site of the roads included in the contract package. | |
| 1.1 | The works | The works and services forming this contract shall be as referred to and included in the scope of works and more particularly described in the NIT and GCC. | |
| 1.1 | Start Date | 15 days after the date of issue of the notice to Proceed with the Works - both for work and maintenance. | |
| 1.1 | Intended Completion Date | For defect liability and maintenance – as per clause 17. For initial rehabilitation – As per NIT. For periodical renewal and emergency works – as mentioned in the work order issued by GM. | |
| 2.2 | Any other Document part of the Contract | Any amendment, addendum to NIT/ tender document/ SSR. Minutes of pre bid meeting if issued clearly indicating that these shall be part of tender document. | |
| 3.1 | Language of the Contract | The Language of the Contract is English and correspondence both in Hindi & English | |
| 3.1 | Law of the contract | The Law which applies to the contract is the law of the Union of India & State | |
| 6 | Address for communication with the Employer and Engineer | M.P. Rural Road Development Authority, Block- 2, Vth Floor, Paryawas Bhawan, Arera Hill's Jail Road, Bhopal-462011 G.M. PIU concerned. | |
| 9.1 | Technical Personnel | Position | |
| | | Experience / Qualification | |
| | | Number | |
| | | Works and Services | |
| | | Maintenance Engineer | 1 |
| | | Maintenance Engineer | 1 |
| | | Lab Technician (for contracts more than Rs. five crores) | 1 |
| 14.1 | Site Investigation Report | NIL | |

16.2 Routine Maintenance during contract period :

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

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

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

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

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

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

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

(vi) **Appendix 11.1 *ibid*** lays down the periodicity of routine maintenance activities, as given in table below:

Routine Maintenance Activities and their frequency with performance index -

| Sl. No. | Name of Item/Activity | Frequency of operations in the year | Performance Index |
|---------|--|--|-------------------|
| 1 | Restoration of rain cuts and dressing of berms as per clause 1902 of the Specifications. | Once generally after rains or as and when required). | 10 |
| 2 | Making up of shoulders as per clause 1903 of the Specifications. | As and when required | 20 |
| 3 | Maintenance of Bituminous surface road and / or gravel road and/or WBM road including filling pot holes and patch repairs etc. as per clause 1904, 1906 of the Specifications. | As and when required | 50 |
| 4 | Maintenance of drains as per clause 1907 of the Specifications. | Twice (In case of hill roads as and when required). | 3 |
| 5 | Maintenance of culverts and cause ways as per clause 1908 and 1909 of the Specifications. | Twice (In case of hill roads as and when required). | 5 |
| 6 | Maintenance of guard rails and parapet rails as per clause 1911 of the Specifications | Maintenance as and when required. Repairing once in a year. | |
| 7 | Maintenance of road signs as per clause 1910 of the Specifications. | Maintenance as and when required. Repairing once in every two years. | 2 |
| 8 | Maintenance of 200 m and Kilo Meter stones as per clause 1912 of the Specifications. | Maintenance as and when required. Repairing once in a year. | 2 |
| 9 | Cutting of branches of trees, shrubs and trimming of grass and weeds etc. as per clause 1914 of the | Once generally after rains (In case of areas having rainfall more than 1500 mm per year, | 3 |

| | | | |
|----|--|-----------------------------------|---|
| | Specifications. | as and when required. | |
| 10 | White washing parapets of C.D. Works | Once in a year | 2 |
| 11 | White washing guard stones | Twice in a year | |
| 12 | Re-fixing displaced guard stones | Once in a year | |
| 13 | Repair of old joints sealant (CC joints) as in | Maintenance as and when required. | 3 |

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

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

| | | | | |
|------|--|--|--------------------------------------|--|
| 16.3 | Initial Rehabilitation works | Initial Rehabilitation works required under this contract – Wherever such works are required, specific details will be given in the NIT & BOQ. | | |
| 16.4 | Periodic Renewal Works | Works of periodic renewal required on this contract.- Wherever such works are required specific details will be given in the NIT. The engineer will issue specific instructions as to the nature, location, and extent of the work, in pursuance of the provisions & the scope of works in the contract. | | |
| 16.6 | Minimum Plant Requirements | | Class of Equipment /Machinery | Min. Number Required |
| | | 1 | Static Roller | No. will be decided by GM with reference to the work load under the contract |
| | | 2 | Truck/Dumper | |
| | | 3 | Hot Mix Plant | |
| | | 4 | Paver/Finisher | |
| | | 5 | Water Tanker | |
| 17.1 | Contract Period | a) The Period of the contract, during the whole time of which Routine Maintenance shall be undertaken, shall be - As mentioned in the NIT. | | |
| 17.2 | Time Limits for initial Rehabilitation Works | As per NIT | | |
| 24 | Competent Authorities and their powers to resolve disputes | Chief Executive Officer, MPRRDA (Full Powers) | | |
| 25 | Alternative Arbitration Procedure | As per clause 25 | | |
| 26.1 | Submission Deadline for Programme | 15 days from the issue of Notice to Proceed | | |
| 26.3 | Submission of Updated programme | To be at maximum intervals of three months (unless this requirement is relaxed by the Engineer), and within two weeks of the issue of an Instruction for Periodic renewal Works in any case. | | |
| 26.4 | Penalty for Non-submission of Programme | Penalty shall be Rs.0.25 (Zero point Twenty five) lakh, or 0.2% of contract price, which ever is more, deducted from interim certificate for each default of 30 days or part thereof. | | |
| 31.2 | Key Equipment for field laboratory | Name of Equipment | | Quantity |
| | | As per appendix 10.2 of Rural Road Manual 2002 (SP20-2002) for each package. | | |

| | | | |
|------|--|--|-------------------------------|
| 32.3 | Defects Liability/maintenance period. | a) Initial Rehabilitation b) Periodic renewal c) Emergency works | For the whole contract period |
| 36.1 | Limit of Extension of period of Routine Maintenance | The period of Routine Maintenance may be extended, for a further period up to twelve (12) months | |
| 39.1 | Person authorized to make payment | GM, Project Implementation Unit, MPRRDA of concerned PIU. | |
| 44.1 | Construction Milestones for all works other than routine maintenance | (a) Milestones to be achieved during the contract period (1) 1/8th of the value of entire contract work component up to 1/4th of the period allowed for completion of construction (2) 3/8th of the value of entire contract work component up to 1/2 of the period allowed for completion of construction (3) 3/4th of the value of entire contract work component up to 3/4 th of the period allowed for completion of construction | |
| 44.1 | Liquidated Damages for each Part of the work (for work other than routine maintenance) | 1% (One percent) of the respective Contract work component Price per week, up to a maximum deduction of 10%(ten percent) respective contract work component price such as initial rehabilitation, renewal. | |
| 51.1 | Requirement for "As Built" Drawings | ----- | |
| 52.2 | Other events deemed to be fundamental Breach of Contract | 1. Violation of environment rules. 2. If contractor or his employee misbehaves with any officer of the department. | |
| 53.1 | Percentage for Employer's costs | 20% (Twenty percent) | |

Section 4

Conditions of Contract

Part – II Special Conditions of Contract

(A) General

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

4.2 TAXES

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

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

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

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

(B) Special conditions applicable to performance based 5-year maintenance contract only.

1. Section 2 Instruction to bidders (ITB) A- General -1. Scope of bid-contains main elements of work and services which are to be provided by the contractor under the contract. Specific activities to be performed and their mode of payment under 5 year maintenance contract are given below;

1.1 Initial Rehabilitation (Part-I) work consists of special repair of roads, strengthening of crust, raising of formation, additional openings in CD works etc. as per schedule attached and maintenance thereof during defect liability/maintenance period. Contractors are to quote rates keeping in view Rural Road specifications and relevant codes. The work done by the contractor will be measured and paid as per agreement.

1.2 Routine Maintenance (Part – II) - work relates to **performance based** regular routine maintenance of roads as per IRC 82 and SP 20 section 1900 which includes, but not limited to, items specified in contract data to clause 16 of tender document and other relevant clauses of the agreement. Contractor is required to survey the road regularly and attend repair works as and when required and keep the road in good traffic worthy conditions. He will also maintain CDs and Bridges during contract period. These works will be non-measurable and the contractor will be paid at per km/year rates given in the BOQ annexed to NIT plus/minus tender percentage subject to the provisions of clause 38 of GCC, for such maintenance.

Payment for routine maintenance will be **performance based**. Performance indexes assigned to various routine maintenance items/activities are given in contract data to GCC 16.2 (Routine maintenance activities and their frequency with performance indexes table). If performance of contractor during the period under consideration fulfils less than 80 out of 100 points, no payment will be made to the contractor for that period. If performance index is between 80 to 100, proportionate deduction in payment will be made for each item/activity of the work not attended during that period. Payment will be released once in 2 months @ 1/6 of the annual rate sanctioned, on the certificate of consultant/engineer that roads have been maintained as per agreement.

1.3 Renewal of bituminous surface (Part-III) work relates to renewal of bituminous surface of existing PMGSY roads as per schedule of items attached and maintenance thereof during entire contract period. Contractors are to quote rates keeping in view Rural Road specifications and relevant codes. Road stretch to be attended for renewal of bituminous surface and time limit will be intimated by the GM, PIU from time to time as per requirement by issue of work order. The payment for profile corrective course if required shall be allowed but limited to the provisions

in the estimate. The work done by the contractor will be measured and paid as per agreement.

BOQ and Rates of Routine Maintenance – As per NIT.

- 1.4 Emergency works (Part-IV) - work relate to unexpected damages as a result of natural phenomena such as strong storms, washouts, floods, earthquakes etc. for which schedule of work and time limit will be provided by the GM PIU as and when required. This will include maintenance also during defect liability/contract period. Contractors are to quote rates keeping in mind Rural Road specifications and relevant codes. The work done by the contractor will be measured and paid as per agreement. Amount included in the PAC for emergency work (Part-IV) is a provisional sum and contractor will have to carry this work as directed by the Engineer-in-charge (GM). Payment for such work shall be made at agreed rate (rates for particular item given in the applicable SOR + Tender premium) For non SOR items of work, payments shall be determined as per procedure laid down in Clause 35.2.2 & 35.2.3 of GCC. Contractor shall have no claim if no emergency work is required to be executed during the contract period.
2. Any variation (plus or minus) in the cost of bitumen, steel, cement, HSD, labour and other material during the contract period shall be adjusted as given below. This will be applicable to works included in Part-I, Part-III & Part-IV. No price adjustment will be payable for routine maintenance work (Part – II). For initial rehabilitation work Price variation will be admissible during the construction period mentioned in the NIT and for periodical renewal and emergency work during the period mentioned in the work order issued by GM. No price adjustment will be admissible during the extended period, except where specially allowed by the employer in the extension letter.
- A. Adjustment for Bitumen & Steel - Any variation (plus or minus) in the cost of Bitumen/Steel will be paid or deducted on the theoretical consumption of Bitumen/Steel. The difference in price will be worked out on the basis of basic rates prevailing on the last of date of submission of tender. This difference in prices will be calculated on Bulk Supply rates of I.O.C./ rates of Steel Authority of India respectively. The Bitumen has to be brought from public Sector Oil refineries situated in India. For this purpose rate of nearest I.O.C. refinery and that of nearest SAIL stock yard shall be the basis for calculation.
- B. Adjustment for Fuel and Lubricants - Any variation in the cost of Fuel and Lubricants will be paid or deducted in accordance with the following formula

$$V_r = 0.75 \times \frac{Pr}{100} - xR1 \times \frac{(F1-F0)}{F_0}$$

Vr = The amount of price adjustment in Rs.

R1 = The cost of Executed work during the month.

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

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

Pr = 10 (Ten)

- C. Adjustments in the Contract Price for Cement - The Contract Price will be subject to adjustment on account of variation in the cost of cement which is used in the Permanent Works according to the formula given below:

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

Vc = Adjustment to the Contract Price on account of increase or decrease of cost indices of cement as applicable.

S = Basic Price for cement on the date of NIT (for calculating price adjustment) Rs. 5000/- per mt. (change to be notified in NIT)

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

Mc = Base cost index for cement (which shall be the index for cement, as shown in 'Index Numbers of wholesale prices in India - By Groups and Sub-Group (Month end/year end data)' (Base latest available), released by the Office of the Economic Adviser, Ministry of Industry, Government of India, prevailing on the last date of submission of tender.

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

- D. Labour

$$V_L = 0.75 \times PL \times R \times (L_1 - L_0) / L_0$$

VL = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

L0 = The consumer price index for industrial workers for the State on the lost date of submission of Bid, as published by Labour Bureau. Ministry of Labour, Government of India.

L1 = The average consumer price index for industrial workers for the state for the month under consideration as published by Labours Bureau, Ministry of Labour, Government of India.

PL = Percentage of labour components of the work. (20%)

R = The cost of executed work during the month.

E. Other Materials

$$V_m = 0.75 \times P_m \times R \times (M_1 - M_0) / M_0$$

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than bitumen, cement, steel & POL.

M₀ = The all India wholesale price index (all commodities) on the last date of submission of bid, as published by the Ministry of Industrial Development, Government of India, New Delhi.

M₁ = The all India average wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India. New Delhi.

P_m = Percentage of other construction material component (other than those included AB&C) of the work -20%

R = Cost of executed work during the month.

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

Note: - 2. In determining the amount of any adjustment to the Contract Price, pursuant to this condition, no account shall be taken of any overheads or profits.

Note: -3 Price variation clause will be applicable during the initial period given in each work order for part –I, III & IV works only. This will not be payable beyond the period allowed for completion of particular work unless specially permitted in the time extension order by the competent authority.

Section 5

Specifications

Specifications for Rural Roads (August 2004) published by IRC for Ministry of Rural Development and Rural Roads Manual (IRC:SP:20-2002) will be followed. Contractor to take guidance from the engineer wherever necessary.

Drawings

Section 6

Form of Bid

Notes on Form of Bid

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

_____ [Date]

To [name of Employer] _____

Address [insert address] _____

Description of the Works _____

Identification Number of the Works _____

1. I/ We offer to execute the works described above and remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities (attached) and Addenda at the rate ofpercent above /below /at par with the SSR mentioned in the NIT.

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Authorised Address of communication :

Telephone No.(s) office

Mobile No.

Facsimile No. (fax No.)

Electronic Mail Identification (email-id)

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

Chief General Manager

for & on behalf of M.P. Rural Road Development Authority

Section 7

Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
- 2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities
- 2.2 For the routine maintenance of roads, there is lump sum provision for each year of maintenance. The payments will be based on satisfactory performance of routine maintenance activities.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. Arithmetic errors will be corrected by the Employer pursuant to Clause 27 of the Instructions to Bidders.
6. In case of percentage rate tender, contractor shall enter the rate percentage below, above or at par of the schedule of rate mentioned in the NIT. If contractor fails to enter below, above or at par, the tender will be treated as non-responsive.

Bill of Quantity (Initial Rehabilitation)

Initial Rehabilitation work

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

Bill of Quantity (For Periodical Renewal) ***(Applicable for post five years maintenance contracts)***

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

Bill Of Quantity (For Routine Maintenance)

Rates for Routine Maintenance (As given in NIT)

| Sl. No. | Package No. | Names of the Roads | Length of each Road | Unit (Per Km. Per Year) | Year | Rate | Amount |
|----------------|--------------------|--|----------------------------|--------------------------------|-------------|-------------------|---------------|
| | | PIU to fill in names of all the roads included in maintenance package. | | | | (As given in NIT) | |

Section 8

Letter of Acceptance and Other Forms

Standard Forms

(a) Letter of Acceptance

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

[Letterhead paper of the Employer]

[Date]

To:

[Name of the Contractor]

[Address of the Contractor]

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

accepted your bid for package no. M.P. _____ @ _____ % above/ below
or at par with the SSR as given in NIT on the term and conditions given in bid
document.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 27.3 and clause 27.4,) *[where applicable]* in the form detailed in Cl. 33 of ITB for an amount of Rs. _____ within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Clause 33.3 of ITB will be taken.

Contract amount Rs. _____

Contract period _____

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

(b) Issue of Notice to proceed with the work

(Letterhead of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

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

Ref. : Agreement No. _____.

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 33.1 and signing of the contract for the construction of _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yearswise programme for periodical renewal of bituminous surface is enclosed. This programme is to be followed strictly subject to any deviation that may be ordered by the employer.

Yours faithfully,

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

(c) Standard Form of Agreement

Notes on Standard Form of Agreement

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

Standard Form: Agreement

Agreement

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

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

Whereas the Employer is desirous that the Contractor execute _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

(d) Form of unconditional Bank guarantee from Contractors for Performance Security

(To be used by approved scheduled banks)

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

Dated theday of.....20.....
For Bank Limited.

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./ 2180 /22/D-12/FA/MPRRDA/2016

Bhopal, Dated: 28/05/2016

To,

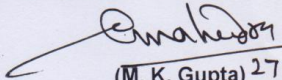
All Chief General Manager
All General Managers,
M.P. Rural Road Development Authority
Project Implementation Unit
Distt.....

Sub.:- Amendments No.-1 to the Tender Document for Repair and Maintenance of Rural Roads-December 2015.

The following amendments are hereby made in the tender document for Repair and Maintenance of Rural Roads-December 2015.

1. ITB Clause 32.1 is replaced as under;
The amount of performance security is 5% of the contract amount. Within 10 (ten) days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security equal to **2.5% (two and half percent)** of the Contract Price, in any one of the form given in Clause 32.2, valid a date 45 days after the expiry of intended completion period of contract plus additional security for unbalanced bid in accordance with Clause 27.3 and 27.4 of ITB and Clause 46 Part-I General Condition of Contract and sign the contract.
2. Section-4 Part-I General Condition of Contract – 46.1 is replaced as under ;
The Employer shall retain performance security equal to 2.5% (two and half percent) of the value of each payment due to the contractor for construction and maintenance services till the whole amount of the performance security (including two and half percent deposited at the time of agreement) is 5% (five percent) of the contract amount. This performance security shall be returned to the contractor when the Engineer has certified completion of the contract, in accordance with Clause 49.
3. ITB Clause 4.6.1 is replaced as under;
Contractors may participate in the tender of a package having PAC upto Rs. 5.00 (five) crores, on the basis of their Registration in appropriate class. Conditions given in Clause 4.4 (A) (a) (b) and 4.6 will not be applicable in such case.

This amendment will be applicable to all NITs issued on or after 18/05/2016.


(M. K. Gupta) 27/5/16
Engineer-in-Chief
M.P. Rural Road Development Authority
Bhopal (M.P.)

