

**Government of Chhattisgarh
Panchayat and Rural Development Department**



Tender Document

For

NIT 1146

RENEWAL & MAINTENANCE OF RURAL ROAD

Under the

PRADHAN MANTRI GRAM SADAK YOJANA

**Issued by CHIEF ENGINEER
(Tender Cell)**

**PRADHAN MANTRI GRAM SADAK YOJNA
CHHATTISGARH RURAL ROAD DEVELOPMENT AGENCY
CIVIL LINES, RAIPUR – 492 001**

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Standard Bidding Document for PMGSY for Renewal and Maintenance

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SECTION 1

LIST OF IMPORTANT DATES

e-procurement NOTICE

NOTICE INVITING TENDERS

| TIMESCHEDULE NIT – 1146 (PMGSY Road Renewal Maintenance Balance work) | | |
|---|---|---|
| 3 | Date of Issue of Notice Inviting Bid | Date 10/06/2026 |
| 4 | Period of availability Of Bidding Document son website https://eproc.cgstate.gov.in .– | From Date 11/06/2026 Time From 17:30Hours |
| | | To Date 25/06/2025 Time 17:30Hours |
| 5 | Time, Date and Place of Pre-bid Meeting (if sore quired) | Date 15/06/2026 Time 03:00PM |
| 6.1(a) | Deadline for Receiving Bids online, including Scanned copy of challan/NEFT RTGS/Online payment Receipt | Date 25/06/2026 Time 17:30Hours |
| 6.2(b) | Date of submission of original affidavit. By Registered Post (This Date should beno later than three working days after the submission of <i>Technical</i> <i>Qualification part of the bid</i>). | Date 01/07/2026 Time 17:30Hours |
| 7.1 | Time and Date for opening of Part-I of the Bid (The Technical Qualification Part) | Date 01/07/2026 Time From 18:00 Hours |
| 7.2 | Time and Date of opening of Part-II of the Bid (The Financial Part) of the Bidders who Qualify in Part I of the Bid | Date 07/07/2026 Time from 10:00Hours |
| 8 | Last Date of Bid Validity | As per Tender Document |
| 9 | Officer inviting Bids | Chief Engineer (Tender Cell) Chhattisgarh Rural Road Development Agency Civil Lines, Raipur(C.G.) |

Chhattisgarh Rural Roads Development Agency

VIKASH BHAVAN, CIVIL LINES, RAIPUR (C.G.)

E-Procurement Tender Notice

NIT No. 1136,1137,1138,1139,1140,1141,1142,1143,1144, 1145, 1146 & 1147 / TC-T/CGRRDA/ 2026

Raipur Dated 10 /06/2026

Chief Engineer, CGRRDA, Raipur on behalf of Governor of Chhattisgarh invites package wise bids in electronic tendering system for Construction & Maintenance Road Under PM JANMAN Balance Road , PM-JANMAN RURAL CONNECTIVITY, BATCH-I, Year 2025-26, Construction & Maintenance Road & Bridge work (SCA Fund), PMGSY Road Renewal Maintenance, Construction & Maintenance of Long Span Bridges PM-JANMAN , Construction & Maintenance of Long Span Bridges budget 2025-26, Construction and maintenance of MMGSVY Road Balance work & Construction of C.C. Road Under MMGGPY, sanctioned for districts of the state as per B.O.Q. from the eligible contractors / Firms registered with unified registration system (e-registration) for the works mentioned below. Date of release of Invitation for Bids through e-procurement:

| S.No | NIT No | Work Name | Amount (Rs. In Lakhs) | Districts | Rate invited |
|------|--------|--|---|---------------------------------|---|
| 01 | 1136 | Construction & Maintenance Road Under PM JANMAN Balance Road | Total Cost Rs 1611.49 Lakhs (Const. Cost 1494.89 Lakhs, Maint. Cost 116.60 lakhs .) (Excluding GST) | Korba, Dhamtari | Percentage Rate of PMGSYSOR 22.02.2018 issued by CE,CGRRDA Raipur |
| 02 | 1137 | PM-JANMAN RURAL CONNECTIVITY, BATCH-I, Year 2025-26, | Total Cost 1012.69 Lakhs (Excluding GST) (Const.Cost 954.97 Lakhs, Maint.Cost 57.72 lakhs) | Manendragarh-Chirmiri-Bharatpur | Percentage Rate of PMGSYSOR 22.02.2018 issued by CE,CGRRDA Raipur |
| 03 | 1138 | Construction & Maintenance Road (SCA Fund) | Total Cost 32.22 Lakhs (Excluding GST) (Const.Cost 30.22 Lakhs, Maint.Cost 2.00 lakhs) | Bijapur, | Percentage Rate of PMGSYSOR 22.02.2018 issued by CE,CGRRDA Raipur |
| 04 | 1139 | Construction & Maintenance of Long Span Bridge (SCA Fund) | Total Cost 989.93 Lakhs (Excluding GST) (Const.Cost 965.78 Lakhs, Maint.Cost 24.15 lakhs) | Sukma | SOR PWD Bridge enforced from 01.01.2015 with 10% Below applicable for CGRRDA & Approach road PMGSY SOR 22.02.2018 |
| 05 | 1140 | Renewal / Maintenance Under PMGSY Roads | Total Cost 880.15 Lakhs (including I.R. works, maint,Renewal works, Emergency work, GST) | Balrampur, Gariyaband | Percentage Rate of PMGSY SOR 22.02.2018 issued by CE, CGRRDA Raipur |
| 06 | 1141 | PMGSY Road Renewal / Maintenance Under PMGSY | Total Cost 47.10 Lakhs (including I.R. works, maint,Renewal works, Emergency work, GST) | Bijapur | Percentage Rate of PMGSY SOR 22.02.2018 issued by CE, CGRRDA Raipur |
| 07 | 1142 | PMGSY Road Renewal / Maintenance Under PMGSY | Total Cost 171.63 Lakhs (including I.R. works, maint,Renewal works, Emergency work, GST) | Gariyaband | Percentage Rate of PMGSY SOR 22.02.2018 issued by CE, CGRRDA Raipur |

Standard Bidding Document for PMGSY

| S.No | NIT No | Work Name | Amount (Rs. In Lakhs) | Districts | Rate invited |
|------|--------|--|---|---|--|
| 08 | 1143 | Construction & Maintenance of Long Span Bridges PM-JANMAN | Total Cost Rs 4052.75 Lakhs (Const. Cost 3961.61 Lakhs, Main Cost 90.14 lakhs .) (Excluding GST) | Balrampur, Gariyaband, Kabirdham, | SOR PWD Bridge enforced from 01.01.2015 with 10% Below applicable for CGRRDA & Approach road PMGSY SOR 22.02.2018 |
| 09 | 1144 | Construction & Maintenance of Long Span Bridges budget 2025-26 | Total Cost Rs 312.16 Lakhs (Const. Cost 304.55 Lakhs, Main Cost 7.61 lakhs .) (Excluding GST) | Bastar, | For LSB Part PWD SOR 01.01.2025 & Approach road PMGSY SOR 22.02.2018 |
| 10 | 1145 | MMGSVY | Total Cost 203.00 Lakhs (Const. Cost 169.18 Lakhs, Maint. Cost 33.82 lakhs .) (excluding GST) | Dhamtari | Percentage Rate of PMGSY SOR 22.02.2018 issued by CE, CGRRDA Raipur |
| 11 | 1146 | PMGSY Road Renewal / Maintenance Under PMGSY | Total Cost 924.19 Lakhs (including I.R. works, maint, Renewal works, Emergency work, GST) | Kanker, Korba | Percentage Rate of PMGSY SOR 22.02.2018 issued by CE, CGRRDA Raipur |
| 12 | 1147 | MMGGPY | Total Cost 1073.83 Lakhs (Including GST) | Mungeli, Balodabazar, Raipur | Percentage Rate of PMGSY SOR 06.06.2025 issued by CE, CGRRDA Raipur |

Availability of Bid Documents and mode of submission: The bid document is available online and should be submitted online in <https://eproc.cgstate.gov.in>. The bidder would be required to register in the web-site which is free of cost. For submission of the bids, the bidder is required to have a valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

Detailed NIT and other details can be viewed on our website <https://eproc.cgstate.gov.in> from 11.06.2026 from 5:30 PM & onwards. In future any related corrigendum would be seen in the notice section of this website.

Chief Engineer
Chhattisgarh Rural Road Development Agency
Civil Lines, Raipur (C.G.)
E-mail : pmgsyrc4@yahoo.co.in

SECTION 1

Chhattisgarh Rural Roads Development

Agency

VIKASH BHAVAN, CIVIL LINES, RAIPUR (C.G.)
NOTICE INVITING TENDER (NIT)

1. **The Chief Engineer (Tender Cell), CGRRDA** on behalf of **Governor of Chhattisgarh** invites the percentage rate bids, in electronic tendering system, for construction of road under Pradhan Mantri Gram Sadak Yojana for each of the following works including their maintenance for five years from the eligible and approved contractors registered with **unified registration system-registration).**

***The bid security is two percent of the total cost.*

1. Name of Work (Table-1)

| S. No. | District/ Block/ | Pkg. No. | No. of Road | Total Length of Package (In Km.) | Cost of Maintenance Work's for Five Year's PMGSY SOR 22.02.2018 issued by CE, CGRRDA Raipur (Amount in Lacs) | | | | | Earnest Money (Rs In lakhs) | Completion Period of Renewal Work & I.R (including Rainy Season) |
|--------|--|------------|-------------|-----------------------------------|---|--------|--------|-------|----------------|------------------------------|--|
| | | | | | Const. | Maint. | Total | GST | Total with GST | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | 9 | 12 | 13 |
| 01 | 193150/ /Kanker/ Bhanupratapur/ Durgkondal/ Koilibeda/ 1 st Call | CG 08M33 | 8 | 35.07 | 430.45 | 72.24 | 502.69 | 90.49 | 593.18 | 11.86 | 6 Months/ 1st Call |
| 02 | 193151/ Korba/ Korba/ 1 st Call | CG 10 M 52 | 9 | 24.68 | 238.18 | 45.68 | 283.86 | 47.15 | 331.01 | 6.62 | 6 Months/ 1st Call |

1. Date of release of Invitation for Bids through e-procurement: 10 - 06 - 2026
2. **Cost of Bid Form/ Processing Fee (Non-Refundable)** as per Online.
3. **Availability of Bid Document and mode of submission:** The bid document is available online and bid should be submitted online on website <https://eproc.cgstate.gov.in/>-The bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). -Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in PMGSY may obtain the same from the website: <https://eproc.cgstate.gov.in/>Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the valid digital signature issued from authorized CAs can use the same in this tender. 3.
4. **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 7 of the table above. Contractors are to quote rate as percentage above/below/at par of the SOR 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 6 months @ 1/2 of the annual rate given in BOQ, on the certificate of consultant/Engineer that road has been maintained as per agreement.
6. **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.**
7. **Payment will be regulated as per clause 38 of GCC and section-4 Part-II (B) special conditions for performance based on 5 year maintenance contract and other clauses of the contract.**
8. **Submission of Online Documents:** The bidders are required to submit (i) **Online Payment receipt / Challan submitted by bidder for form of tender** and (ii) **Online Payment receipt / Challan/NEFT submitted by bidder for bid security (EMD)** and (iii) **scan copy in appropriate form of original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (a)(ii) of ITB** with the office specified in the Bid Data Sheet. These documents must match the scanned copies submitted along with the bids only online. No any document physically submitted by the Bidder. In case, of any deficiency in this respect, it will be treated as mis-representation by such bidder. Such a bidder shall be liable to be debarred for participating in bids under PMGSY for fiveyears.
10. **Last Date/ Time for receipt of bids through e-tendering: 25.06.2026 up-to17:30.**
11. The site for the work is available.
12. Only online submission of bids is permitted, therefore; bids must be submitted online on website <https://eproc.cgstate.gov.in/> The technical qualification part of the bids will be opened online after **18.05PM on 01.07.2026**(date) by the authorized officers. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened online on the next working day at the same time.
13. The bids for the work shall remain valid for acceptance for a period not less than ninety days after the deadline date for bid submission.
14. Bidders may bid for any one or more of the works mentioned in the Table above. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the same NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
15. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system

- will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
16. Other details can be seen in the bidding documents.
 17. Key dates and time schedule for online submission as per Section-I
 18. The undersigned has right to extend or cancel the tender without declaring any reason.
 19. **Only Online EMD will be accepted in favor of a/c of Chief Executive Officer, CGRRDA Civil Lines Raipur C.G.**
 20. **Earnest Money Deposit as per required should be made Through Online Payment Gateway of Integrated e-procurement project of Govt. of C.G.(Internet Banking/ NEFT/Chhallan)**
 21. **The Scan copies of the Counterfoil of the receipt of EMD along with the UTR(Unit Transaction Receipt No./ Acknowledgment) have to be submitted online and NO any Original documents are to be submitted physically. (except affidavit because affidavit have to be sent offline to this office too).**
 22. **As per ITB Clause 14.1.1 Bidder should have valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952. To be Submitted online**
 23. **SOR of PMGSY enforced from 22-02-2018 in related Revenue Division/Districts.**
 24. All Document have to be uploaded Online. (Scan Copy) and original copy of affidavit have to be sent in CGRRDA Civil Lines Raipur C.G. separately as per schedule.
 25. All necessary required templates shall be fill and submit by Bidder in prescribed format only.
 26. As per Order No. 174/4868/22/वि-11/ग्रायांसे/2017 नया रायपुर दिनांक 20.06.2017 of CG Govt. the time for release of tender and last date of receiving of tender is 15 days' for 1st Call.
 27. The works for which tender has been invited are to be executed in LWE district. The bidder at his own cost, responsibility and risk is encouraged to visit , examine and familiarize himself with the site of works and its surrounding. The bidder will arrange at his own, any assistance of security if required,.
 28. The site for the works is available and may be visited on any working day.
 29. 4.4A To qualify for award of the Contract, each bidder should have in the last five years
 - (a) Achieved in any one year, a minimum financial turnover (as certified by Chartered Accountant, and at least 50% of which is from Civil Engineering construction works) equivalent to amount given below:
 - (i) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
 - (ii) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.

Standard Bidding Document for PMGSY

The amount put to bid above would not include maintenance cost for 5 years and the turnover will be indexed at the rate of 8% per year. If the bidder has executed road/Balance Works under Pradhan Mantri Gram Sadak Yojana in originally stipulated completion period, the financial turnover achieved on account of execution of road works under PMGSY shall be counted as 120% for the purpose of this sub-clause.

(b) Satisfactorily completed, as prime Contractor or sub-contractor, at least one similar work (Construction work (BT)/ Renewal work) equal in value to 33% .

30. 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, his earnest money shall stand forfeited.

31. Performance in PMGSY Works will be an essential criteria for qualification process. As per Section -2, ITB Clause 4.7(ii)

32. Bidders who are black listed/debarred by CGRDA or in any other department and if a bidder has been invited tender or tender under process for defect Liability of the work due to non performance of his maintenance work then he shall be debarred from participation in the tender.

33. Section 7 of tender document - BOQ for routine maintenance;(Applicable to Table 1)

a. Rates Applicable for routine maintenance before B.T./Seal Coat renewal will be as under;

| EYear | Up to 7.5 meter wide road (3.00 m/3.75m carriageway) | | 9.00 meter wide road (5.50m. carriageway) |
|-------|---|---|--|
| | Traffic Intensity T1 to T4 (Rs per km.) | Traffic Intensity T5 and above (Rs per km.) | Traffic Intensity T5 and above (Rs per km.) |
| 1 | 68000 | 76000 | 100000 |
| 2 | 71000 | 79000 | 110000 |
| 3 | 74000 | 83000 | 121000 |
| 4 | 77000 | 87000 | 133000 |
| 5 | 80000 | 91000 | 146000 |
| Total | 370000 | 416000 | 610000 |

(a) Rates Applicable after B.T./Seal Coat renewal will be as under;

| Year | Up to 7.5 meter wide road (3.00 m/3.75m carriageway) | | 9.00 meter wide road (5.50m. carriageway) |
|------|---|---|--|
| | Traffic Intensity T1 to T4(Rs per km.) | Traffic Intensity T5 and above (Rs per km.) | Traffic Intensity T1 to T4 (Rs per km.) |
| 1 | 22000 | 24000 | 32000 |

| | | | |
|-------|--------|--------|--------|
| 2 | 24000 | 26000 | 34000 |
| 3 | 29000 | 32000 | 42000 |
| 4 | 44000 | 48000 | 62000 |
| 5 | 70000 | 76000 | 100000 |
| Total | 268400 | 206000 | 270000 |

(c) Rate applicable for routine maintenance of cement concrete road entire contract period.

| | | |
|---|--|---|
| Carriageway/ Roadway | Upto 7.50 m. wide road / (3.00 m/3.75m. Carriageway | 9.00 m. wide road/ (5.50 m. carriageway) |
| Rate (Rs.) per Km /Year (Entire contract period) | 20500 | 21000 |

34. After award of work rates for routine maintenance before renewal will be applicable. Rates after renewal will be applicable from the month in which renewal is carried out.
35. Contractor shall be responsible for maintenance of entire road length including CDs/Bridges on the maintenance roads included in the package. If any CD/Bridge or road portion is under defect liability period of the other contractor and DLP period of such work expires during the contract period of the previous package, contractor shall be responsible for Routine Maintenance of Such Bridges/CDs and Road portion also, during contract period.
36. The contractor who have not completed the Renewal / Maintenance Road work awarded on or before 31 March 2022 are not allowed to participate in this NIT.
37. Other details can be seen in the bidding documents.
38. Taxes - The rates quoted by the Contractor are deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities except GST, that the Contractor will have to pay for the performance of this Contract. GST as applicable at the time of payment to the contractor shall be paid separately on contractor's bill amount after production of tax invoice by contractors. Contractors will have to get themselves registered under GST and quote GSTIN in their bids. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Clause 41 (GCC) of the bidding document may be treated to have been amended as above.
39. For a particular package, if lowest rates offered by two or more bidders are equal, they will be invited to submit revised rates, in sealed envelopes before taking decision on tender.
40. Rate quoted by bidder will be applicable for construction cost (Initial Rehabilitation work, Renewal work, Emergency work) only.
41. Affidavit must be submitted as per prescribed format.
42. Bank certificate must be submitted as per prescribed format.
43. Bidder must be submitted their technical documents accordingly enclosed Check List.
44. L-1 bidder verified their all documents by concerning Executive Engineer of PIU

- before sign the agreements.
45. Before the deadline for submission of tender, the Chief Engineer (Tender Cell) can modify tender document by issuing amendment.
46. Payment of work, which will be pay to the L-1 contractors after sanction of fund by the state Government.
47. "Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10% to 20%. In such an event the successful bidder will deposit the Additional Performance Security (APS) to the extent of difference of 90% of Bid Amount (Construction + IR work) and PAC amount (Construction + IR work) in the shape of **FDR, issued by approved scheduled Bank, for Agreement period in favour of the CEO, CGRRDA, Raipur** before the signing the agreement. If the bid amount is seriously unbalanced i.e. less than estimated cost by more than 20% in such an event successful bidder will deposit additional performance security (APS) to the extent of difference of 90% of the Bid Amount and PAC amount in the shape of **FDR, issued by approved scheduled Bank, for Agreement period in favour of the CEO, CGRRDA, Raipur** signing the agreement. The same shall be released along after completion of the work. If the contractor fails to complete the work or left the work incomplete, this Additional Performance Security (APS) shall be forfeited by the department and the agreement shall be terminated and action shall be taken in accordance with clause 52 of the agreement. In case the tenderer /contractor refuses to deposit Additional Performance Security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited.
48. **For Bituminous Road Works**
(a –i) Bitumen of required V.G. 30 grade shall be procured by the contractor directly from any or all of the Govt. Oil Company viz. Indian Oil Company (IOCL), Hindustan Petroleum (HPCL) and Bharat Petroleum Company (BPCL).
(a –ii) Emulsion shall be procured from apart from the above mentioned three refineries as mentioned below
1. Hindustan Colas Ltd.
2. Shell India Marketing Pvt. Ltd.
3. Indian Oil Total Private Limited (ITPL)
49. LWE Districts of Chhattisgarh are Bastar, Bijapur, Dantewada, Sukma, Kanker, Kondagaon, Narayanpur & Rajnandgaon.
50. List of major Tools & Plants Machinery for ownership evidence should be attached with Invoice of Purchase Or RTO Number (Registration Certificate of RTO) necessarily.
51. Performance Certificate submitted (Annexure-III) (Not older than 3 months)

Chief Engineer (Tender Cell)
Chhattisgarh Rural Road Development Agency
Civil Lines, Raipur (C.G.)

Section 2: Instructions to Bidder

| | |
|--|---|
| <p style="text-align: center;">A. General</p> <ol style="list-style-type: none"> 1. Scope of Bid 2. Source of Funds 3. Eligible Bidders 4. Qualification of the Bidder 5. One Bid per Bidder 6. Cost of Bidding 7. Site Visit <p style="text-align: center;">B. Bidding Documents and Evaluation</p> <ol style="list-style-type: none"> 8. Content of Bidding Documents 9. Clarification of Bidding Documents and Pre-Bid Meeting 10. Amendment of Bidding Documents <p style="text-align: center;">C. Preparation of Bids</p> <ol style="list-style-type: none"> 11. Language of Bid 12. Documents Comprising the Bid 13. Bid Prices 14. Currencies of Bid 15. Bid Validity 16. Bid Security 17. Alternative Proposals by Bidders <p style="text-align: center;">D. Submission of Bids</p> <ol style="list-style-type: none"> 18. Bidding Through e-Tendering system 19. Electronic Submission of Bids 20. Deadline for Submission of Bids 21. Late Bids, Modification/ Withdrawal | <p style="text-align: center;">E. Bid Opening</p> <ol style="list-style-type: none"> 22. Bid Opening 23. Process to be Confidential 24. Clarification of Bids and Contacting the Employer 25. Examination of bids and Determination of Responsiveness 26. Evaluation and Comparison of Bids <p style="text-align: center;">F. Award of Contract</p> <ol style="list-style-type: none"> 27. Award Criteria 28. Employer's Right to Accept any Bid and to Reject any or all Bids. 29. Notification of Award and Signing of Agreement 30. Performance Security 31. Advances 32. Corrupt or Fraudulent Practices |
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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 Bids are invited by the Chhatisgarh Rural Road Development Authority (CGRRDA) 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 concern PIU.

b) **Routine Maintenance** – to be carried out as indicated in the contract and as instructed by the concern PIU.

c) **Periodical Renewals** – to be carried out as indicated in the contract and/ or as instructed by the concern PIU 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 the State as defined in the Appendix to ITB has decided to undertake the works of construction and up-gradation of selected rural roads of the State through State budget and funds received under Pradhan Mantri Gram Sadak Yojana, from the Government of India, Ministry of Rural Development, and other sources to be implemented through the Employer.

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

3. Eligible Bidders

This Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in ITB. The applicant should be a private or government-owned legal entity. For package size exceeding Rs. 10 crore, the Joint Ventures are allowed.

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

4. Qualification of the Bidder

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

Bidder should have valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952.

- 4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of civil construction works performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer not below the rank of Executive Engineer or equivalent;
- (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) 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.)
- (h) authority to seek references from the Bidder's bankers;
- (i) 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;
- (j) proposals for subcontracting the components of the Works for construction/up-gradation, aggregating to not more than 25 percent of the Contract Price; and subcontracting of part/full routine maintenance of roads after completion of construction work.
- (k) the proposed programme of construction and Quality Management Plan proposed for completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Bids from Joint Ventures are not allowed.

4.4 A To qualify for award of the Contract, each bidder should have in the last five years:

(a) Achieved in any one year, a minimum financial turnover (as certified by Chartered Accountant, and at least 50% of which is from Civil Engineering construction works) equivalent to amount given below:

(i) 60% of amount put to bid, in case the amount put to bid is Rs. 200 lakhs and less.

(ii) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.

The amount put to bid above would not include maintenance cost for 5 years and the turnover will be indexed at the rate of 8% per year.

If the bidder has executed road works under Pradhan Mantri Gram Sadak Yojana in originally stipulated completion period, the financial turnover achieved

on account of execution of road works under PMGSY shall be counted as 120% for the purpose of this sub-clause.

(b) Satisfactorily completed, as prime Contractor or sub-contractor, at least one similar Road and renewal work equal in value to 33%.

4.4 B (a) Each bidder must produce:

- (i) Copy of PAN Card issued by Income Tax Authorities;
- (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate:

- (i) availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
- (ii) availability for construction work of technical personnel as stated in the Appendix to ITB.

(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.
- (iii) Availability for maintenance work of technical personnel as stated in the Bid Data Sheet.

4.4 C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

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 excluding maintenance. 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 ½ and more than 6 months as 1 in a year).

M = 2 as may be specified in the Appendix to ITB.

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

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

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and / or
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

4.8 The bidder should have own hot mix plant for package above 2.00 Crore for which bids have been invited.

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 one work will cause 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. The Bidder acknowledges that prior to the

submission of the bid, the Bidder/Contractor has, after a complete and careful examination, made an independent evaluation of the Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, suitability and availability of access routes to the Site and all information provided by the Employer or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder confirms that it shall have no claim whatsoever against the Employer in this regard.

B. Bidding Documents

8. Content of Bidding Documents

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

1 Notice Inviting Tender

2. Instructions to Bidders

3 Qualification Information

4 Conditions of Contract

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

5 Specifications

6 Drawings

7 Bill of Quantities

8 Form of Bid

9 Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work,

10 Forms of Securities and Form of Unconditional Bank Guarantee.

8.2. The bid document is available online on the website <https://eproc.cgstate.gov.in/> The bid document can be downloaded free of cost, however, the bidder is required to submit **Online Payment** towards cost of bid document in favour of the name given in the Bid Data Sheet.

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 The electronic bidding system provides for online clarification. A prospective Bidder requiring any clarification of the bidding documents may notify online the Authority inviting the bid. The Authority inviting bid will respond to any request (s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the Authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification.
- 9.2 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 Appendix to ITB.
- 9.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.
- 9.5 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 online corrigendum. The corrigendum will appear on the web page of the website <https://eproc.cgstate.gov.in/> under the “Latest Corrigendum” and e-mail notification is also automatically sent to those bidders who have moved this tender to their “My tenders” area.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

- I. Form of bid for Part I of the bid, as per format given in section 6 (to be submitted online).
- II. Scanned copy of the Demand Draft for the cost of the bidding documents.
- III. online payment receipt /Challan/NEFT of the Bid Security if any of the forms as specified in clause 16.2 of ITB.
- IV. 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):
- V. Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.
- VI. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- VII. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VIII. Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

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

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

12.2 The documents and details mentioned in clause 12.1 Part I above shall be submitted online on website <https://eproc.cgstate.gov.in/> Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

- (a) The following details shall be entered on line in the prescribed formats:
 - (i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 6.
 - (ii) Form of bid for Technical-Financial Part II of the bid, as per format given in Section 6. The entry of rates for individual items of work/percentage rate for the work shall be made by the bidder on line.
- (b) Scanned copies of the following documents shall be uploaded on the website <https://eproc.cgstate.gov.in/> at the appropriate place.
 - (i) scan copy of online fees towards the Cost of Bid Document (Clause 8.2 of ITB)
 - (ii) Bid Security in any of the forms specified in ITB (Clause 16 of ITB)
 - (iii) Copy of PAN Card issued by Income Tax Authorities (Clause 4.4 of ITB)
 - (iv) Contractor Registration certificate (Clause 3 of ITB)
 - (v) Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of civil works and total works in each financial year. (Clause 4.4 of ITB)
 - (vi) Affidavit regarding correctness of certificates (Clause 4.4 of ITB)

- (vii) Any other documents as specified by the State in the Bid Data Sheet
- (c) Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or on lease or possessed on hire should be uploaded after converting the same to PDF.
- (i) Similar nature of works executed (Clause 4.4 of ITB)
 - (ii) Works in hand (Clause 4.4 of ITB)
 - (iii) Machineries owned (Clause 4.4 of ITB)
- (d) Submission of Original Documents: The bidders are required to submit (i) **Online Payment receipt / Challan submitted by bidder for form of tender and (ii) Online Payment receipt / Challan/NEFT submitted by bidder for bid security (EMD) and (iii) scan copy in appropriate form of original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (a)(ii) of ITB with the office specified in the Bid Data Sheet.** These documents must match the scanned copies submitted along with the bids only online. **No any document physically submitted by the Bidder except Original affidavit.** In case, of any deficiency in this respect, it will be treated as mis-representation by such bidder. Such a bidder shall be liable to be debarred for participating in bids under PMGSY for five years.

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

| Section | Particulars |
|---------|-------------------------|
| 1 | Notice Inviting Tender |
| 2 | Instructions to Bidders |
| 3. | Conditions of Contract |
| 4. | Contract Data |
| 5. | Specifications |
| 6. | Drawings |

13. Bid Prices

- 13.1** The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder online.

- 13.2** The Bidder shall make online entries to fill the Percentage Rate or Item Rates in Bill of Quantities. as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. The Bidder is not required to quote his rate for Routine Maintenance. The rates to be paid for routine maintenance by the Employer are indicated in the Bill of Quantities.

Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

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

Upon numerical entry, the amount in words would automatically appear and upon entry of rates in items of work, or upon entering percentage rate, total bid price would automatically be calculated by the system and would be displayed.

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 **excluding GST**.

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 not less than ninety days after the deadline date for bid submission specified in ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.**

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for a period of the extension, and in compliance with Clause 16 of ITB in all respects. For the extended period, the bidder will be paid by the employer an interest on the amount of bid security at the rate equal to base rate of State Bank of India applicable on the date of expiry of the original time limit.

16. Bid Security

16.1 The bidder shall furnish, as part of the Bid, Online EMD, in the amount specified in the Appendix to ITB. In accounts of CEO, CGRDA Civil Lines Raipur (C.G.).

16.2 The Bid Security shall be submitted by bidder via online payment receipt /Challan/NEFT of payment gateway of www.eproc.cgstate.gov.in from any scheduled commercial bank,

16.3 Any bid not accompanied by an acceptable Bid Security, unless exempted in terms given in the Appendix to ITB and not secured as indicated in sub-clause 16.1 and 16.2, shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of unsuccessful bidders will be returned in his registered a/c no. within 7 days after issuing work order, specified in Clause 15.1 of ITB.

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

16.6 The Bid Security may be forfeited:

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

17. Alternative Proposals by Bidders

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

D. Online Submission of Bids

18. Bidding through E-Tendering System:

- 18.1 The bidding under this contract is electronic bid submission through website <https://eproc.cgstate.gov.in/>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under PMGSY is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e- token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the website <https://eproc.cgstate.gov.in/> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration.

After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

- 18.2 The completed bid comprising of documents indicated in ITB clause 12, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document, Demand Draft and Bid Security in approved form.
- 18.3 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.

19. Electronic Submission of Bids:

- 19.1 The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Technical- Financial Part. The above files will have markings as given in the Bid Data Sheet.

The contents of the Technical Qualification and Technical Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

20. Deadline for Submission of Bids

- 20.1 Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.
- 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 such 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. Modification/ Withdrawal/Late Bids

21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

21.2 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.

21.3 No bid shall be modified or withdrawn after the deadline of submission of bids.

21.4 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

E. Bid Opening and Evaluation

22. Bid Opening

22.1 The Employer inviting the bids or its authorised representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The file containing the Part-I of the bid will be opened first.

22.3 In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.

22.4 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.

22.5 Evaluation of Part-I of 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 completed within five working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.

22.6 The result of evaluation of Part-I of the Bids shall be made public on e-procurement systems following which there will be a period of five working days during which any bidder may submit complaint which shall be considered for resolution before opening Part-II of the bid.

22.7 The Employer shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

22.8 Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

22.9 The Employer shall prepare the minutes of the online opening of Part-II of the Bids and upload the same for viewing online.

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. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

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 "Part-I of 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 "Part-II of 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 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. Evaluation and Comparison of Bids

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

26.2 In evaluating the bids, the Employer will determine for each Bid, the evaluated Bid price by adjusting the bid price through making an appropriate adjustment for any other acceptable variation, deviations or price modifications offered in accordance with sub-clause 21 of ITB.

26.3 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. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 30 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.

F. Award of Contract

27. Award Criteria

27.1 Subject to Clause 30 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.

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

28.1 Notwithstanding Clause 27 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.

29. Notification of Award and Signing of Agreement

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

29.2 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 30.

29.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the Performance Security is furnished.

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

30. Performance Security

30.1 The successful bidder/Contractor shall provide to the Employer, a total Performance Security of 5% (five percent) of the Contract Price, for a period of 5 years and the time of completion of construction work plus additional security for unbalanced bids in accordance with clause 26.3 of ITB and Clause 46 Part-I General Conditions of Contract.

Within 10 days after receipt of Letter of Acceptance but before signing the contract, a Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids in accordance with clause 26.3 of ITB and Clause 46 Part 1 General Conditions of Contract shall be delivered by the successful bidder to the Employer.

The Employer shall retain remaining two and a half percent Performance Security from each payment due to the Contractor until completion of the whole of the construction works (except advance payment as per Clause 45 of General Conditions of Contract).

30.2 Performance Security of two and a half percent to be delivered by the successful bidder after the receipt of Letter of Acceptance shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of Employer, from a scheduled commercial bank.

If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee of two and a half percent of Contract Price could be one year initially, however, the Contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period. If the Contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

30.3 Failure of successful bidder to comply with the requirement of delivery of Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids as per provisions of Clause 30.1 shall constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under PMGSY for a period of one year.

31. Advances

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

32. Corrupt or Fraudulent Practices

32.1 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.

32.2 It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

32.3 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

32.4 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

32.5 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent Practice, which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this 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.

32.6 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

32.7 Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach under Clauses 32.1 to 32.6 above by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

- (a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 32.1 to 32.6 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.
- (b) Forfeiture of Bid Security/Performance Security: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder/Contractor as the case may be.

Appendix to ITB

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

Instructions to Bidders

Clause Reference

- (1.1) The Employer is **Chief Executive Officer/ Chief Engineer, Pradhan Mantri Gram Sadak Yojna, Chhattisgarh Rural Road Development Agency.**
- (1.1) The Works is Construction/Up gradation and maintenance of rural roads under PMGSY as mentioned in Notice Inviting Tender.
- (1.1) Identification No. of the Works is: As mentioned in Enclosure-I
- (2.1) The State is **Chhattisgarh**
- (3.1) Eligible Bidders are: **As mentioned in column “9” of Notice Inviting tender. The bidder shall be a registered Contractor of appropriate class of CGRRDA**

(4.4 A) (a)

Annual Civil work Construction Turnover

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

(4.4 A) (b)

None

(4.4. B) (b)(i)

The key equipments for road works and field testing laboratory Road Works are:

For Road Works

Name of major Plants & Equipments considering unit of approximate 30.00 km. Length.

| Name of the Equipment | Quantity |
|---|--|
| 1. Static Roller | - 3 |
| 2. Vibratory Roller | - 1 |
| 3. Truck / dumper truck | - 10 |
| 4. Water Tanker | - 4 |
| 5. Hot Mix Plant | - 1 Unit complete with one Hot Mix Plant, 1 Paver finisher, 4 Dumper, 1 Loader |
| 6. If Earthwork is supposed to be done mechanically | 1 Excavator/Dozer |

Note : This is subject to review after detailed discussion in pre-bid Conference.

For field testing Laboratory. List of necessary equipment attached. attested by contractor.

Name of the Equipment Quantity

Each package shall consist field laboratory set up as per Annexure 1800.1 Book of Specification of Rural Road.

Note: (a) The bidder must produce the following documentary evidence in support of his owning or having confirmed access of the required equipment .

- (i): Proof of ownership purchase invoice or RTO certificate.
- (ii): Certificate of equipment in good condition not below the rank of Executive Engineer with dispatch number and date .

Not older than 01 year

The Number of Technical personnel, Qualifications and Experience will be as follows:

| Technical Personnel | Number | Experience in Road Works |
|--|--------|--------------------------|
| A. Degree Holder in Civil Engineering | 1 | Minimum 5 years |
| B. Diploma Holder in Civil Engineering. | 1 | Minimum 2 years |

A. The Technical Personnel for average 25 km of road length
Note for package with road length greater than 25 Km pro rate increase rounded to higher whole number shall be applicable.

If more than one package is awarded to bidder then bidder shall appoint additional technical staff as maintained above for each packages before signing the agreement.

B. For field testing laboratory ;
for each package

| Technical Personnel | Number | Experience in Lab Works |
|---|--------|-------------------------|
| A. Lab Technician (B. Sc. or Diploma in Civil Engineering) | 1 | Minimum 5 years |
| | 1 | Minimum 2 years |

(4.4 B) (b)(ii)

| | | |
|---|--|--|
| B. Lab Assistants (Minimum 10+2 with Science) | | |
|---|--|--|

(4.4 B) (b)(iii)

The minimum technical personnel for routine maintenance of average 25 Km roads are.

| Position | Minimum Qualification | Number | Experience in road Works |
|---------------------------------------|---|--------------|--|
| Road Manager-cum-Maintenance Engineer | A. Degree Holder in Civil Engineering or B. Diploma Holder in Civil Engineering. | Nil 1 | Minimum 2 years Minimum 5 years |

Note : It is necessarily required to attached the work experience, bio-data & academic certificate of technical persons.

(4.4 B) (c) (i)

The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

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

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

(4.4 B) (c) (ii)

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

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

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

- (4.6) **M = 2 (Two)**
- (7.1) The contact person is:
Respective E.E of PIU of the District as mentioned in Enclosure-II
- (9. 2) Place, Time and Date for pre-bid meeting are: **As per Time Schedule**
Place: **Chhattisgarh Rural Road Development Agency, Vikash Bhawan, Civil Line Raipur, (C.G.)**
Note: Contractors who have chosen to bid online may send in their queries online using the Post Query feature for the particular tender. The date and time of pre-bid conference & sending online queries are as per time schedule enclosed.
- (11.1) Language of the bid is: **English**
- (12.1) Part I (v)
- (13.2.) Bids may be submitted only in the following form:
Percentage Rate Method
- (13.2) Schedule of Rate applicable for Percentage Rate Method is: As mentioned in NIT.
- (15.1) Bid validity date: 90 days after the deadline date for bid submission.(N.A.)
- (16.1) The amount of Bid Security shall be **amount as mentioned in column “6” of Notice Inviting Tender.** *[insert the amount in figure and words. Note: This amount is 2 percent of estimated value of the Works, rounded off to the nearest thousand. For reasons of confidentiality, a fixed sum should be specified, in preference to a percentage of the bid price.]*
- (16.2) Online EMD Accepted: by online payment mode.
In favour of a/c of : **Chief Executive Officer, Chhattisgarh Rural Road Development Agency, Raipur (C.G.)**
- (16.2) **Online NEFT/RTGS/Challan EMD Accepted from any schedule commercial bank.**
- (16.3) Exemption from Bid Security is granted to: None
- (20.1) The Employer's address for the purpose of Manual Bid submission and submission of documents submitted manually of Online Bidders is:
Chief Engineer(Tender Cell), Chhattisgarh Rural Road Development, Vikash Bhawan, Civil Lines, Raipur, (C.G.).
- (20.1) The **deadline for submission of hashes of online bidders shall be submitted As per time schedule:**
Deadline for submission of online bids(decrypting and re-

encrypt the bids and uploading documents) shall be:

As per time schedule

Deadline for receipt of Online EMD of the Bidders shall be As per time schedule

(22.1) &(22.6)

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

(A) Technical Bid

Date : As per time schedule

Time :

Place : Chhattisgarh Rural Road Development
Agency, Vikash Bhawan, Civil Line Raipur,
(C.G.)

(B) Financial Bid (For qualified bidder as)

Date : As per time schedule

Time :

Place : Chhattisgarh Rural Road Development
Agency, Vikash Bhawan, Civil Line
Raipur, (C.G.)

(i) Performance Security shall be valid until a date 45 days after the expiry of Defects Liability Period of 5 years after intended completion date.

(ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.

Signature of Employer/ Authorised Signatory

Date

Section 3 Qualification Information

Notes on Form of Qualification Information

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

1. Individual Bidders

| | | |
|--------|---|---|
| 1.1 | Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid (i) In case of partnership bidder / regulation act in case of company will be required (ii) In case of proprietorship power of attorney of signatory of bid not required. | <i>[attach copy]</i> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <i>[attach]</i> |
| 1.2 | Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant) | (Rs. In lakhs) Year – 2020-21 Year – 2021-22 Year – 2022-23 Year - 2023-24 Year - 2024-25 |
| 1.3. 1 | Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume (Major Project) over the last five years. Attach certificate from the Engineer-in-charge | |

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

1.3.2 Information on Bid Capacity (works for which bids have been submitted and

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

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

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

(B) Works for which bids already submitted:

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

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

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| Item of Equipment | Description, make, and age (Years), and capacity | Condition (new, good, poor) and number available | Owned, 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 9.2 of Part-I 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 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

| S. No. | Name of Bank | Branch Name & Address | Phone | Fax | E-mail | Remarks |
|--------|--------------|-----------------------|-------|-----|--------|---------|
| | | | | | | |

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

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

1.10 Proposed Programme(Work Methodology & Schedule) Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

The period for submission of the programme for approval of engineer shall be 15 days from the issue of letter of acceptance. [cl. 26.1]

Annexure –III

Memo no:-

Date :-

Performance certificate of contractor for last three year in PMGSY/LSB/ Construction & maintenance/Renewal work for all project circle of CGRRDA, which is applicable

Name of Contractor :-

| S.No | Package No | work completion date | If contractor debar due to NQM/SQM, inspection in last three financial year | If contractor has poor performance as per Section-2, ITB Clause 4.7 (ii) such as abandonment of works, not properly completing the contract (PMGSY construction and maintenance works), inordinate delay in completion, (if yes than please specify) | If contractor has poor performance in financial failures | If contractor has poor performance in Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer | any other remark with reason in poor performance of contractor |
|---|------------|----------------------|---|--|--|---|--|
| | | | | | | | |
| | | | | | | | |
| Note :- Certificate should not be older than 3 month. | | | | | | | |

(Name)

Superintending Engineer

Chhattisgarh Rural Road Development Agency ,

Project Circle -----

District-----

Date-----

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

BANK CERTIFICATE

Memo no.....

Date.....

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

If the contract for the work, namely, _____ (Tender No. & Package No./Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank -----

Stamp of the Bank

Note: Certificate should be on the letterhead of the bank and phone, fax and e-mail address should be written clearly & not older than 03 Months & amount should be 10% of PAC (*rounded to the nearest thousand.*)

Technical Qualification Check list of PMGSY

| 1 | 2 | | 3 |
|--------------|---|-----------------------------|-----------------|
| S.No. | Item | Mode of Submission | Envelope |
| 1 | Earnest Money Deposit As per Section-1 Coloumn no. 10 of table should be made through online payment gateway of Integrated e-procurement project of Govt. of C.G. (Scan copy of counterfoil) | Online | A |
| 2 | Sample format of affidavit (on Non Judicial Stamp of Rs. 10/-) {4.4B(a)(ii), 4.4B(c)(i) & 4.4B(c)(ii)} | Online& Physical submission | A |
| 1.1 | Unified Registration Certificate | Online | B |
| 1.1A | Constitution or legal status of Bidder (Attested Copy) | Online | B |
| 1.1B | Name of Power of attorney holder of signatory of Bid (Attached Copy) | Online | B |
| 1.1C | Civil Engineering turn over Details Last five year (Certified by Chartered Accountant) | Online | B |
| 1.3 | Work Performed as prime contractor (in the same name and style) on construction works of a similar nature and volume over the last five year. Attach/upload scanned certificate from the Engineer-in-charge | Online | B |
| 1.3.3 | Existing commitments and on-going construction works. Enclose/upload scanned certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed. | Online | B |
| 4.6 | Bid capacity Calculation sheet | Online | B |
| 4.4B(b)(i) | (A) Availability of major items of contractors Equipment proposed for carrying out the works. List all information requested below. Refer also to clause 4.2(d) and clause 4.4b(b) of the instruction to bidders. | Online | B |

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| | | | |
|-------------|--|----------------|----------------|
| | (B) Evidence of ownership of major items of construction equipment named in Clause 4.4B b(i) of ITB or evidence of arrangement of possessing them on buying as defined therein. (Static roller, Vibratory Roller, Truck, Water Tanker, Hot mix Plant i/c Paver Finisher, Dumper, Loader. Excavator/ Dozer Including Equipment required for establishing field laboratory to perform mandatory test. Note :- (i) Attach copy of proof of ownership. enclosed purchase invoice and registration certificate of RTO. (ii) Certificate of equipment in good condition not below the rank of Executive Engineer. Certificate issued should not be older than 1 year from the date of NIT. | Online | B |
| 4.4B(b)(ii) | Qualification of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instruction to Bidders and Clause 9.1 of Part-I General Condition of Contract. (A1) Degree Holder in Civil engineering- 1 No. (5 Year Exp.) (A2) Diploma in Civil Engineering - 2 No. (2 Year Exp.) (B1) Lab Technician (BSc. or Diploma in Civil Engineering)- 1 No. (Min. 5 Yr Exp) (B2) Lab Assistance (10+2)- 1 No. (Min. 2 Yr Exp) | Online | B |
| 1.6 | Deleted | Deleted | Deleted |
| 1.7 | Financial Report for the last five years/ 3 Years; Balance Sheet, Profit & Loss Statement, auditors reports, etc, list below and attach copies. 4.2(f) | Online | B |
| | Income Tax Clearance/ Submission Certificate | Online | B |
| | Balance Sheet | Online | B |
| | Profit & Loss Statement | Online | B |
| | Auditor's Report | Online | B |
| | Other if any | Online | B |

Standard Bidding Document for PMGSY

| | | | |
|------|--|-----------------------------|----------|
| 4.2g | 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) 4.2(g) 10% of the contract Value. Certificate by banker (the Certificate being not more than 3 months old) | Online | B |
| 1.8 | Name, Address and telephone, telex and facsimile numbers of banks that may provide references if contacted by the Employer. | Online | B |
| 1.9 | Information of on current litigation in which the Bidder is involved. | Online | B |
| 1.10 | Proposed Programme. Description, drawing, and charts as necessary, to comply with the requirements of the bidding documents. The period for submission of the programme for approval of engineer shall be 15 days from the issue of letter of acceptance. [cl. 26.1] | Online | B |
| 4.7 | (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted In proof of the qualification requirements and/ or 4.7(i) | Online | B |
| | (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. 4.7(ii) | | |
| | (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer. 4.7(iii) | | |
| 1.15 | Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government. 3.2 | | |
| 1.16 | Sample format of affidavit (on Non Judicial Stamp of Rs. 10/-) and Verification | Online& Physical Submission | A |
| 1.17 | EPF Registration certificate 1952 Act | Online | B |
| 1.19 | Pan Card No. / Copy | Online | B |

Standard Bidding Document for PMGSY

| | | | |
|------|--|---------------|----------|
| 1.20 | GST Registration Certificate / latest return certificate / last year annual return certificate | Online | B |
| 3 | Annexure-III | Online | B |
| 4 | Section- 6 Form of Bid for part-I of the bid technical qualification part I of bid | Online | B |
| 5 | Section - 6 Form of Bid for part-II of the bid technical –financial part II of bid | Online | B |
| 6 | other important document | Online | B |

Section 4 Conditions of Contract

Part – I General Conditions of Contract

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

Table of Clauses

| | |
|--|--|
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|--|--|

Section 4

Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

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

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

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

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

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

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by engineer, after the defect liability period has ended, and upon correction of defects by the contractor, 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 include calculations and other information provided or approved by the Engineer for the execution of the Contract.

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

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

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

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

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

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

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

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.

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

Specifications mean the Specifications for Rural Roads of Ministry of Rural Development (2014).

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

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

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

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

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

2. Interpretation

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

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

2.3 The documents forming the Contract are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract, the priority of the documents, in the event of any ambiguity between them, shall be interpreted in the following order of priority:

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

3. Language and Law

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

4. Engineer's Decisions

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

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

5. Delegation

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

6. Communications

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

7. Subcontracting – Not allowed.

8. Other Contractors

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

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

9. Personnel

9.1 The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

9.2 The Contractor shall employ for the construction work and routine maintenance, the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

9.4 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 for employment with the Contractor.

9.5 The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:

- (a) persists in any misconduct,
- (b) is incompetent or negligent in the performance of his duties,
- (c) fails to conform with any provisions of the Contract, or
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

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

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

13.3 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for personal injury or death which are due to the Contractor's risks:

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

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. 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 exists 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 their in.

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.

17.4 **When renewal work is required** instructions are issued by the Executive Engineer ,PIU for carrying out any renewal works, start date will commence from the date of work order and intended completion date shall be as mentioned in the work order under sub clause 17.1 above.

Similarly when instructions are issued by the Executive Engineer ,PIU 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.

17.5 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 by the Engineer

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

- 18.2** The Contractor shall be responsible for design and safety of Temporary Works.
- 18.3** The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.
- 18.4** The Contractor shall obtain approval of third parties to the design and safety of the Temporary Works, where required.
- 18.5** All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

- 19.1** The Contractor shall be responsible for the safety of all activities on the Site.
- 19.2** The Contractor shall be responsible for safety of all persons, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

- 22.1** The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by:
- (a) The Engineer
 - (b) The Employer
 - (c) The Ministry of Rural Development, Government of India.
 - (d) The National Rural Roads Development Agency, Government of India

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

- 24.1** If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.
- 24.2** Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.
- 24.3** The composition of the Empowered Standing Committee will be:
- I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
 - II. One official member not below the rank of additional chief engineer; and
 - III. One non-official member who will be technical expert of Chief Engineer's or Superintending Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.
- 24.4.1** The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.

- 24.4.2 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as “in full and final settlement of all claims”. If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

25. Arbitration

- 25.1 In view of the provision of the clause 24 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

B. Time Control

26. Programme

- 26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, for the construction of works.
- 26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 26.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 26.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

- 27.1** The Engineer shall 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
- 27.5** The total time extension will be payable only within 6 month if the time extension period of any bidder is found to be more than six month, than action will be taken to terminate the accepted work.

28. Delays Ordered by the Engineer

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

29. Management Meetings

- 29.1** The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.
- 29.2** The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

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

31. Tests

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

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

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

32. Correction of Defects noticed during the Defects Liability Period and Routine Maintenance of Roads for five years

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

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

- 32.3** The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and in the manner as defined in clause 1.1 and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins from the Completion Date and ends after five years. .

32.4 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 the Contractor's monthly inspection or by the Engineer.
- (ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- (iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- (iv) Cleaning of culverts and pits for free flow of water.

(v) Maintenance of road signs, pavement markings and other traffic control devices

(vi) Any other maintenance operation required to keep the road traffic worthy at all times during the maintenance period.

32.5 To fulfil the objectives laid down in sub clauses 32.3 and 32.4 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

32.6 The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect pertaining to the Defects Liability Period under clause 32.1 and clause 32.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control

34. Bill of Quantities

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

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

35. Variations

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

35.2 The Superintending engineer will have powers to approve variation within the agreed amount (where net increase in agreement quantity, item wise up to 10%) within the scope of work.

35.3 Any variation other than BOQ item not allowed and required permission from competent authority of CGRRDA.

35.4 Any variation beyond the limits as per (35.2) of this clause shall require prior approval from competent authority of CGRRDA.

35.5 Employer shall have full powers either to accept or reject the variation proposal beyond 5 percent of agreed amount.

36. Payments for Variations

36.1 If the quantity of work for any BOQ item is varied, it will not constitute a variation for the purpose of payment to the contractor, at a rate other than the one mentioned in the Agreement.

36.2 If the items for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate for such variation item from similar items in the Bill of Quantities.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.2, 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 relevant schedule of rates of the state. The recommendation of the Engineer on the rate so determined shall be submitted to the employer for approval. The decision of the employer shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates

38.1 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 6 months @ 1/2 of the approved rate for the year subject to the above conditions. Before releasing payment for a particular road Engineer-in-charge 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.

Any work (WMM/WBM) done in carriage-way shall be paid only after completion of B.T. layer.

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 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.

38.5 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, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts the Engineer has certified, within 15 days of the date of each certificate.
- 39.2** The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor) to make payment certified by the Engineer.
- 39.3** Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 39.4** Payment for the routine maintenance of the roads will be made every six month for the satisfactory maintenance of the Works and based on the monthly bills submitted by the Contractor as per Clause 38.2 above and certified by the engineer, within 15 days of the date of each certificate.

40. Compensation Events

- 40.1.1** The following shall be Compensation Events unless they are caused by the Contractor:

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

- 40.2** If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall recommend to the Employer whether and by how much the Intended Completion Date shall be extended. Final approval shall rest with the Employer.

41. Tax

- 41.1** **Taxes - The rates quoted by the Contractor are deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities except GST, that the Contractor will have to pay for the performance of this Contract. GST as applicable at the time of payment to the contractor shall be paid separately on contractor's bill amount after production of tax invoice by contractors. Contractors will have to get themselves registered under GST and quote GSTIN in their bids. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Clause 41 (GCC) of the bidding document may be treated to have been amended asabove.**

42. Currencies

- 42.1** All payments will be made in Indian Rupees.

43. Security Deposit

- 43.1** The Employer shall retain security deposit of five percent and Performance Security of two and a half percent of the amount from each payment due to the Contractor until completion of the whole of the construction Work (IR + Renewal Work+ Emergency work, if applicable). No security deposit/ retention shall be retained from the payments for Routine Maintenance of works. In case, the Contractor furnishes bank guarantee for the amount equal to Performance Security of two and a half percent retained from each payment due to the Contractor, the same amount shall be repaid to the Contractor subject to condition that the validity of bank guarantee is as per provision of Clause 46.2 of GCC.
- 43.2** On the satisfactory completion of the whole of the construction work(IR + Renewal Work+ Emergency work, if applicable), half the total amount retained as security deposit is repaid to the Contractor, one-fourth of the total amount retained as security deposit is repaid to the Contractor at the end of 3rd year after completion of the construction work and balance of the amount retained as security deposit is repaid to the Contractor at the conclusion of the contract period subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.
- 43.3** The additional Performance Security for unbalanced bids as detailed in Clause 46 of the Conditions of Contract is repaid to the Contractor when the construction work is complete.
- 43.4** The Performance Security equal to five percent of the Contract Price as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the period of five years fixed for Routine Maintenance is over and the Engineer has certified that the Contractor has satisfactorily carried out the Routine Maintenance of the works.

If the Routine Maintenance part of the contract is not carried out by the Contractor as per this Contract, the Employer will be free to get the Routine Maintenance work carried out from another source and the amount required for this work will be recovered from the amount of Performance Security available with the Employer and/ or from any amounts of the Contractor whatever is due along with additional 20 percent amount as penalty.

- 43.5** If the Contractor so desires, then the Security Deposit can be converted into any interest bearing security of scheduled commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defects Liability 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, CGRRDA in this regard shall be final.

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

44.3 It is agreed by the Contractor that the decision of the Employer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding.

44.4 **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.**

44.5 **The total time extension will be payable only within 6 month if the time extension period of any bidder is found to be more than six month, than action will be taken to terminate the accepted work.**

45. Advance Payment

45.1. On the request of the Contractor, the Employer will make the following advance payment to the Contractor against submission by the Contractor of an Unconditional Bank Guarantee from a scheduled Commercial bank acceptable to the Employer in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested:

- (a) Mobilization advance up to 5% (five percent) of the initial contract price excluding the contract price for routine maintenance
- (b) Equipment Advance up to 90% (ninety percent) of the cost of the new equipment brought to the site, subject to a maximum of 10% (ten percent) of the initial contract price excluding the contract price for routine maintenance

The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment. However, if the Contract is terminated due to default of the Contractor, the

Mobilization Advance and the Equipment Advance shall be deemed to be an interest bearing advance at the base rate of the State Bank of India, as application on the date of such advance payment.

- 45.2** The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 45.3** The advance payment shall be recovered by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or liquidated damages.

46. Securities

- 46.1** The Performance Security equal to 5% (five percent) of the Contract Price and additional security for unbalanced bids shall be provided to the Employer. Out of total Performance Security equal to 5%(five percent) of Contract Price, half shall be delivered to the Employer no later than the dates specified in the Letter of Acceptance and shall be issued in the form given in Contract Data; however, balance half Performance Security shall be retained at the rate of two and a half percent of each payment due to the Contractor until completion of whole of the construction work.
- 46.2** The Performance Security shall be valid until a date 45 days from the date of issue of certificate of completion of construction work and maintenance work subject to the condition that if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially; however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to five percent of the Contract Price is always available with Employer until 45 days after the lapse of the Defects Liability Period. If the Contractor fails to maintain the above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

47. Cost of Repairs

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

E. Finishing the Contract

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

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

50.3 The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for maintenance of works under the contract 21 days before the end of the Routine Maintenance Period. The Engineer shall issue a Routine Maintenance Completion Certificate and certify any final payment that is due to the

Contractor within 21 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for routine maintenance will be made within 14 days thereafter.

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

51. Operating and Maintenance Manuals

- 51.1** If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 51.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Termination

- 52.1** The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 52.2** Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - (b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - (c) the Engineer gives Notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to defects liability period is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (d) the Contractor does not maintain a Security, which is required;
 - (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
 - (f) the Contractor fails to provide insurance cover as required under clause 13;
 - (g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the

procurement process or in Contract execution. “Fraudulent Practice” means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this 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. “Coercive practice” means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

- (h) if the Contractor has not completed at least three-eighth of the value of construction Work required to be completed after half of the completion period has elapsed;
- (i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- (j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time; and
- (k) if the Contractor fails to pay EPF/ ESI contribution as required under prevailing laws;
- (l) if the Contractor engages child labour in violation of prevailing laws;
- (m) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.
- (n) any 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(i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less liquidated damages, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit, and Performance Security. If any amount is still left un-recovered it will be a debt payable to the Employer from State PMGSY works, any other State Government works including State Public Sector works executed by the Contractor.

53.1(ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding defects liability period and routine maintenance of roads for five years, the Engineer

will assess the cost of having the defect corrected. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from State PMGSY works, any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

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

54. Property

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

55. Release from Performance

- 55.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 55.2** Death or permanent invalidity of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, 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 initially awarded.

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

57. Compliance with Labour Regulations

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

- 57.2** Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.
- 57.3** In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.

- 57.4** It shall be the responsibility of the Contractor to pay EPF/ESI contributions as required under prevailing laws. The Contractor shall bear all such cost and it would be deemed to be included in the Contract Price.
- 57.5** The employment of child labour is prohibited in the Contract. The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986.
- 57.6** The Contractor shall ensure that there is no gender bias in engagement of labour and other personnel and shall not make any discrimination against female employees. The Contractor shall comply with the Equal Remuneration Act, 1979 and Maternity Benefit Act, 1961.
- 57.7** The Contractor shall have a Labour Welfare Organization which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context, the Contractor is also required to familiarize himself with Labour Welfare Rules of the state concerned and comply with the provisions of the Building and other Construction Workers (Regulation and Employment & Conditions of Service), Act 1996 and the Cess Act, 1996.
- 57.8** The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour and welfare laws for his (and his Sub-contractor's) staff and labour.
- 57.9** The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when directed by the Engineer.
- 58. *Drawings and Photographs of the Works***
- 58.1** The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Contractor for this.
- 58.2** The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Employer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Employer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Employer in writing.
- 59. *The Apprentices Act, 1961***
- 59.1** The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

Contract Data to General Conditions of Contract

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

Clause Reference

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

1. The Employer is **Chhattisgarh Rural Road Development Agency** [Cl.1.1]

Designation: **Chief Executive Officer/ Chief Engineer**

Address: **Chhattisgarh Rural Road Development Agency, Vikash Bhawan,
Civil Line, Raipur, (C.G.)**

Name of authorized Representative: Executive Engineer of concerned PIU or as specified
time to time. as per enclosure -II (B)

| | | | |
|--|----|--|--------------|
| | SE | CE (TC) | CEO |
| Telephone No. (s): Office : | | 0771-2430149 | 0771-2424275 |
| Facsimile (FAX) No.: | | | 0771-2424919 |
| Electronic Mail Identification (E-mail ID): | | pmgsyrc4@yahoo.co.in | |

2. The Engineer is: **Executive Engineer of concerned PIU**
or
Designation: *as notified by Employer from time to time*
Address: *time see Enclosure-II (B)*
Telephone No. (s): Office:
[Cl.1.1]
- Telephone No.(s): Office:
Mobile No.:
Facsimile (FAX) No.:
Electronic Mail Identification (E-mail ID):
3. The Intended Completion Date for the whole of the Works is as notified in detail NIT
[Cl.1.1, 17&27]

4. Routine Maintenance during five years after the Completion Date is defined as follows:

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

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

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

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

(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 detail 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) 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 potholes and patch repair 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 mand Kilo Meter stones as per clause 1912 of the | Maintenance as and when required. Repairing once in a | 2 |

| | Specifications. | year. | |
|---|--|---|---|
| 9 | Cutting of branches of trees, shrubs and trimming of grass and weed etc. as per clause 1914 of the | Once generally after rains (In case of area having rainfall more than 1500 mm per year, | 3 |

Note : The Payment of routine maintenance should be done according to the performance evaluation as per the guidelines of e-marg. If the performance evaluation is below 80% then 0% payment should be made and above 80-100% is proportionate payment should be made accordingly.

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

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

5. Initial Rehabilitation works :- Initial Rehabilitation works required under this contract – Wherever such works are required, specific details will be given in the NIT & BOQ.

6. Periodic Renewal Work :- 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 specific instructions as to the nature, location, and extent of the work, in the contracts.

7. The Site is located at : **As mentioned in Enclosure- IV** [Cl.1.1]

8. **The Start Date shall be 16th days after the date of issue of the Notice to proceed with the work or as decided by the Engineer.** [Cl.1.1]

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

(b) The Works consist of “Construction/ Up gradation of Rural Roads under Pradhan Mantri

Gram Sadak Yojna. The works shall, inter-alia, include the following, as specified or as

directed [Cl.1.1]

(A) Road Works

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

(B) CDWorks including bridges

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

(C) Maintenance and Other Items

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

10. Section completion is “Completion of individual roads as mentioned in Enclosure-III [C1 2.2]

11. The following documents also form part of the Contract: [C1.2.3(11)]

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

12. (a) The law which applies to the Contract is the law of Union of India. [C1.3.1]

(b) The language of the Contract documents is English. [C1.3.1]

13. The Schedule of Other Contractors is attached. [C1. 8.1]

14 A. The Technical Personnel for construction work are:

| Technical Personnel | Number for 25 km road | Experience in Road Works |
|--|-----------------------|--------------------------|
| i). Degree Holder in Civil Engineering | 1 | Minimum 5 years |
| ii). Diploma Holder in Civil | 2 | Minimum 2 years |

| | | |
|-------------|--|--|
| Engineering | | |
|-------------|--|--|

[Cl. 9.1]

Note : It is necessarily required to attached the work experience, bio-data & academic certificate of technical persons.

For field testing Laboratory ;

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

B. For routine maintenance

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

14(a) Amount and deductible for insurance are: [Cl. 13.1]

As per rate fixed by insurance company (minimum 5% of contract price)

14(b) Amount and deductible for insurance are: [Cl. 13.3 (a)]

As per rate fixed by insurance company (minimum 2% of contract price)

15. Site investigation report [Cl.14.1]

16. **The key equipments/machinery for construction of works shall be.**

| S.No. | Name of Equipment/Machinery | Quantity for 30 Km. Road Length |
|-------|--|---------------------------------|
| 1 | Static Roller | 3 |
| 2 | Vibratory Roller | 1 |
| 3 | Truck/ Dumper | 10 |
| 4 | Water Tanker | 4 |
| 5. | Hot Mix plant with paver , loader etc. | 1 |

(Cl. 16.2)

17. (a) Competent authorities are: [Cl. 24.1]

Superintending Engineer with powers up to 2 (Two) % of contract sum or Rs. 10 (Ten) Lakhs whichever is less. Chief Engineer with powers up to 4 (Four) % of contract sum or Rs. 20 (Twenty) Lakhs whichever is less

18. (a) The period for submission of the programme for approval of Engineer shall be 15 days from the issue of Letter of Acceptance.[Cl.26.1]

(b) The updated programme shall be submitted at interval of 30 days. or as directed by the engineer [Cl. 26.3]

- (c) The amount to be withheld for late submission of an updated programme shall be Rs. 0.25 (Zero point Twenty Five) lakh or 1% (one percent) of contract price whichever is more for each defaults of 30 days or part thereof. Repeated default for consecutive 3 months may result forfeiture of the withheld amount. [Cl. 26.3]
19. The key equipments for field laboratory shall be:
As per Annexure 1800.1 Book of Specification (Attached Lab equipment list). [Cl. 31.1a]
19. **Executive Engineer-cum- Member Secretary, Project Implementation Unit, Pradhan Mantri Gram Sadak Yojna of concerned District.** [Cl.39.2]
20. (a) Milestones to be achieved during the contract period
- (1) 1/8th of the value of entire contract work up to 1/5th of the period allowed for completion of construction
 - (2) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction
 - (3) 3/5th of the value of entire contract work up to 3/4th of the period allowed for completion of construction
- (b) Amount of liquidated damages for delay in completion of works
- | | |
|--|---|
| | For Whole of work 1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week. |
|--|---|
- (c) Maximum limit of liquidated damages for delay in completion of work.
- | | |
|--|--|
| | 10 per cent of the Initial Contract Price rounded off to the nearest thousand. The total time extension will be payable only within 6 month if the time extension period of any bidder is found to be more than six month, than action will be taken to terminate the accepted work. [Cl.44.1] |
|--|--|
21. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents, or Fixed Deposit Receipt from a scheduled Commercial Bank. [Cl. 46.1]
22. (a) The Schedule of Operating and Maintenance Manuals. [Cl.51.1]
- (b) The date by which “as-built” drawings (in scale as directed) in 2 sets are [Cl.51.1]

required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.

23. The amount to be withheld for failing to supply “as-built” drawings by the date required is Rs. Five Lakhs. [Cl.51.2]
24. (a) The period for setting up a field laboratory with the prescribed equipment is 15 days from the date of notice to start work [Cl.52.2 (i)]
- (b) The following events shall also be fundamental breach of Contract : [Cl.52.2 (k)]
“The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract
25. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 10 percent. [Cl.53.1(i)]

Appendix to Part I General Conditions of Contract

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

- (a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) **Maternity Benefit Act 1961:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- (g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to

certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

(j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

(l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

(n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

(o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 4

Conditions of Contract

Part – II Special Conditions of Contract

(A) General

4.1 Technical examination

The Government / CGRRDA / C.E./ C.E.O./ S.E./ Engineer-in-charge shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractors including all supporting vouchers, abstracts etc. to be made as per payments of the final bills and if as a results of such Audit & Technical Examination any sum found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Government of Chhattisgarh/ CGRRDA / Engineer-in-Charge to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Engineer-in-Charge account. If it is found that the contractor was paid lesser than what was due to him under the contract in respect any work executed by him under it, the amount of such under payment shall be duly paid by the Engineer-in-Charge to the contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and decision of the government/ employer shall be final binding and conclusive.

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

4.2 Breach of Contract

If the Contractor commits fundamental breach [reference sub clause 52.1 & 52.2 of clause 52 (termination) of General condition of contract], the contract shall not only be terminated but the contractor will be debarred from Participating in the all the tenders of CGRRDA for one year duration.

4.3 Technical Personals

The tenderer shall submit Curriculum Vitae of all the technical personals proposed to be engaged by him during Construction Phase of the Contract (Reference S.No. 12 A of contract data to General conditions of the contract). Once his tender is accepted then the contractor can remove/change/substitute any of these approved technical personals only after obtaining written approval of the Chief Engineer/Chief Executive Officer/Superintending Engineer, Pradhan Mantri Gram Sadak Yojna

Failure in this regard shall be treated as breach of contract and the contractor shall be liable to pay compensation @ Rs 50,000 or 1% of contract amount whichever is more per month till the issue is finally decided by the Chief Engineer/Chief Executive Officer/Superintending Engineer, Pradhan Mantri Gram Sadak Yojna in this regard.

4.4 Bituminous Road Works:

- (a) Bitumen of required penetration grade (to be mentioned in the specification of work in the contract document) shall be procured by the tenderer/ contractor directly from refineries of any of the following companies (No intermediary/ middleman viz authorized agent/

Standard Bidding Document for PMGSY

commission agent/ authorized dealer/shop keeper shall be permitted). The tenderer/contractor shall have to show the original copy of bill/voucher of the refinery and shall have to submit the original alongwith photocopy of the bill/voucher of the refineries to the Executive Engineer within one week of the receipt of that particular consignment of bitumen by the tenderer/ contractor or else he will not be entitled for getting payments. Original bill/voucher shall be return after verifying data and putting certificate in it.

Name of Refinery:

- i. Indian Oil Corporation
- ii. Bharat Petroleum
- iii. Hindustan Petroleum

However emulsion for priming and tack coat grade SS-1 and RS-1 can also be purchased from apart from the above mentioned three refinery as mentioned below: -

- i) Hindustan Colas Limited
- ii) Shell India Marketing Pvt. Ltd.
- iii) Indian Oil Total Private Limited (ITPL)

- (b) The bitumen must have I.S. mark and its quality must conform I.S.No.73 and I.S.No.217 and it must be in accordance with provisions contained in section 500 of “specification for Roads and Balance Works” (latest revision) published by Indian Road Congress. Bitumen of each lot/consignment shall be got tested and cost of these tests for various lots/consignment shall be borne by the tenderer/contractor. The tests shall be got conducted either in.

- i. The departmental laboratories
- ii. Govt. Tech. Colleges/ Institutes
- iii. Laboratories arranged by contractor at work site

- (c) Bitumen shall not be allowed to be used in the work before obtaining the satisfactory test results for that lot/ consignment. Record of all test results shall be maintained at site office/ in the office of sub-divisional officer and certified true copy of the same shall have to be sent by the tenderer/ contractor to be Executive Engineer of the division. The following tests are to be conducted for the bitumen which is to be used/ being used in the contract work.

- 1. Penetration
- 2. Softening point
- 3. Ductility
- 4. Flash point
- 5. Cinematic Viscosity
- 6. Specific gravity
- 7. Loss on heating
- 8. Residue of specified penetration
- 9. Water content
- 10. Distillation test
- 11. Solubility in carbon disulphide/ Terichloroethylene

Frequency of sampling as per I.S.1201

(A) From Barrels/ Drums:

| S.No. | Lot | No. of containers to be selected |
|-------|-------------|----------------------------------|
| 1. | Up to 50 | 03 |
| 2. | 51 to 150 | 05 |
| 3. | 151 to 500 | 07 |
| 4. | 501 & above | 10 |

(B) Bulk Storage:

One sample each from Top, Middle & Bottom of each tanker.

NOTE:- All the individual sample shall be tested at
S.No.1 to 5 for remaining tests a composite
Sample be prepared from individual samples.

- (d) At the time of preparation of the final bill the tenderer/contractor shall have to give a certificate that the bitumen used by him/them in the contract work has been duly tested and the test results are within the permitted parameters as per coal requirement. It shall be obligatory on the tenderer/contractor to maintain a register with a suitable proforma (to be prescribed after execution of agreement) at the plant site (where bitumen mix of appropriate grade/ quality is prepared say in a hot mix plant) and the record of consumption of bitumen of each day. The balance quantity of bitumen at plant site for each day, recorded in the register, shall be verified/ checked at least once in a week by the Incharge Sectional Officer/ Sub divisional Officer of the department or other person as directed by the engineer.
- (e) The tenderer/contractor shall permit the departmental officer to "STAMP" each Drum of bitumen brought at site/ store by suitable "Hammer Mark" of the department/ division. If the contractor has procured the bitumen in bulk (hugged quantities) and using it elsewhere in other department/ other agreements/ other work site then he will have to submit an account for each work site showing the details of bitumen purchased which its Voucher No./bill, quantity purchased, date of purchase and in consumption agreement-wise/ work-wise and balances therein duly certified by officer in charge.
- (f) As soon as any agreement is signed by a contractor, and work is likely to be started, bitumen brought to site either in bulk or packed must be physically verified and counted by sectional officer and recorded in M.B. agreement-wise/work-wise giving the details of supply order number, bill number, tanker number, gate pass number and its etc.

4.5 Recovery of Advance:

The recovery of mobilization, plant & machineries advances shall be recovered in seven equal monthly installments from the date of releasing advance. Advance shall be fully recovered when 85% of original contract period is complete, otherwise interest @ 12% per annum shall be charged from the date of default which shall be compounded on the monthly basis

4.6 TAXES

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

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

4.6.3 The tenderer or supplier shall also submit the clearance certificate as provided under Section 36 of the CG Vanijiyik Kar Adhiniyam.

4.7 Jurisdiction:

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

4.8 Deleted.

4.9 Payment of Earth Work

4.9 (i) Only 75% payment of the billed amount shall be made in the running bills at the time of their execution and remaining 25% amount shall be withheld. This withheld amount will be released in each running bill of WBM work in proportion to total amount payable for WBM work. This 25% of the withheld amount can be released, if contractor submit bank guarantee.

4.10 For every layer of work complete shall be paid only after completion of that layer i.e. for earth work, GSB, G-II & G-III and B.T.. Documentary proof along with video recording should be kept in record for completion of each layer. Each layer shall be finalized and then only permission for next layer shall be given to continue the work.

4.11 In no case payment will be released for the item of work which has already been paid partially or fully in the specific reach and other layer is laid over the same work. For example, once earth work is paid in a specific reaches than GSB is laid over it than no further payment can be done for any balance earth work in that specific reach of road.

4.12 If the contractor is an individual or proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors the contract shall be closed without levying any damages/compensation as provided for in clause 44 and 53 of G.C.C. of the contract agreement.

However, if competent authority is satisfied about the competence of surviving, 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.

(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 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

6 months @ 1/2 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 PIU incharge 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 PIU Incharge 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 PIU Incharge. Payment for such work shall be made at agreed rate (rates for particular item given in the applicable SOR + Tender premium). Contractor shall have no claim if no emergency work is required to be executed during the contract period.

Section 5

Specifications

Note: The following are the guidelines for framing the specifications and, therefore, will not be part of the contract. These should be excluded from the bidding document.

A. The MoRD Specifications for Rural Roads published by the IRC (1st Revision) shall apply.

B. For items not covered in the MORD Specifications, the Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Balance Works (6thRevision) shall be followed.

C. Particular specifications:-

For items whose specifications given in MoRD Specifications or in MORTH specifications for road and Balance Works need changes partly or wholly due to local conditions, the respective clauses are to be suitably modified to the extent felt necessary giving clause wise description of modifications under this head.

(i) MoRD Specifications (1st Revision)

Clauses

(ii) MoRTH Specifications for Road & Balance Works (6thRevision)

Clauses

D. For purposes of quality control, the MoRD Specifications for Rural Roads (1st Revision) and those covered by the Quality Assurance Handbook of the NRRDA shall apply.

Section 5 (Cont'd)

Drawings

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

The guidelines will not be part of the Contract. These should be excluded from the bidding document.

List of Drawings:-

1. Key Map
2. Road Alignment including cross sections
3. Pavement Drawings
4. Surface and sub surface drains with full details
5. Culverts and Bridges drawings
6. Drawings for any other Road structure.
7. Drawings for road signs, pavement markings and other traffic control devices
8. Drawings to be followed for actual execution of work should bear the stamp “Good for construction”.
9. Any revision of working drawings should be indicated by pre-fixing R1, R2..... etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
10. Complete set of drawings should be issued along with other tender documents so as to form part of the Agreement.

Section 6

FORM OF BID FOR PART I OF THE BID

Technical Qualification Part I of Bid

To

Chief Engineer (Tender Cell)

Chhattisgarh Rural Road Development Agency

Vikash Bhawan, Civil Line, Raipur, (C.G.)

Identification Number of Works Package Number: **CG** _____ District :
Probable amount of Contract: Rs :-

Description of Works **Construction/ Up gradation and maintenance of Rural Roads under Pradhan Mantri Gram Sadak Yojna;**

Dear.....

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 12, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.
4. I/we undertake to carry out the works of Routine Maintenance for five years after the completion date as per the rates offered by the Employer in the bid documents.

Authorised Signatory.....

Name and Title of Signatory.....

Name of Bidder

Authorised Address of Communication.....

.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Note :- This format should be submitted by bidder only online as per e-procurement site <https://eproc.cgstate.gov.in>.

Form of Bid for Part II of the Bid

Technical - Financial Part II of Bid

To [Name of Employer].....

Address [insert address]

Identification Number of Works

Description of Works

Dear.....

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.
2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.
3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.
4. As mentioned in Part-I of my/our bid, I/we undertake to carry out the works of Routine Maintenance for five years after the Completion Date as per the rates offered by the Employer in the bid document.

Signature of Authorised Signatory

Name and Title of Signatory.....

Name of Bidder

Authorised Address of Communication.....

.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Note :- This format should be submitted by bidder only online as per e-procurement site <https://eproc.cgstate.gov.in>.

FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public)

I, (name of the authorised representative of the bidder) son/daughter of resident of (full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number date issued by (authority inviting bids) for..... (name and identification of work) are true and correct.
2. *I hereby certify that I have been authorised by (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.
3. Information furnished in "Section-3" of the bidding documents is correct in all respects to the best of my knowledge and belief.
4. The names of retired gazetted officer (if any) as per clause 4.4 B (c) (ii) who retired within the last two years with the following ranks viz. (Sub-Engineer. Assistant Engineer., Executive Engineer, Superintending Engineer, Chief Engineer, Engineer-in-Chief) from the Govt. Departments in employment is as below:

or
No any retired gazetted officer (if any) as per clause 4.4 B (c) (ii) who retired within the last two years with the following ranks viz. (Sub-Engineer. Assistant Engineer., Executive Engineer, Superintending Engineer, Chief Engineer, Engineer-in-Chief) from the Govt. Departments in employment is as below:
5. The near relations as per clause 4.4 (c) (i), in the departments, are not in employment of the firm/company. (Note:- By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law etc.)
6. No near relative is working as divisional accountant in the panchayat & rural development department and the concerned P.I.U.
7. No person is working in the company in any capacity. who are near relatives to any gazette officer in panchayat & rural development department.

8. Our company is not under a declaration of ineligibility for corrupt and fraudulent practices by the central government, the state government or any public undertaking, autonomous body, authority by whatever name called under the central or the state government.
9. I hereby authorize the PMGSY Officials to get all the documents verified from appropriate source (s).

Deponent

Place:

Date:

* not applicable if the bidder is an individual and is signing the bid on his own behalf.

Verification

I S/o do here by affirm that contents stated in para 1 to 09 above and contents submitted in technical & financial bid are true to the best of my knowledge and believe and are based on my/our record.

Verified that this date of at (Place)

Deponent

Section 7

Bill of Quantities

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
- 2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and at percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor.
- 2.2 For the routine maintenance of roads, there is lump sum amount for each year of maintenance per km. 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 including GST and duties, together with all general risks, liabilities and obligations set out in the Contract.

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

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

Standard Forms

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

[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. CG. _____ @ _____ % above/below or at par with the SSR as given in NIT on the terms and conditions given in the bidding 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. CG-

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.

Yearwise 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)

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 29 and 30 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.

[Letter head paper of the Employer]

[Date]

To:

[Name of the Contractor]

[Address of the Contractor]

This is to notify you that the Employer, namely, _____ has accepted your Bid dated _____ for execution of the _____ *[name of the Contract and identification number, as given in the Contract Data] and Routine Maintenance of the works for five years* for the Contract Price of Rupees _____

_____ *[amount in figures and words]* is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 26.3) *[where applicable]* in the form detailed in Cl. 30 of ITB for an amount of Rs. _____ within 10 days of the receipt of this Letter of Acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to and sign the Contract. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period failing which action as stated in Cl. 30.3 of ITB will be taken.

2. You are also requested to indicate your nominee as required under Clause 53.2 of the GCC.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

**(b) Issue of Notice to Proceed
with the Work**

(Letter head of the Employer)

To

_____ (Date)

_____ (Name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 30 and signing of the Contract for the construction of _____ and routine maintenance for five years after completion of construction, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

(c) Standard Form of Agreement

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 remedying the defects within the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to Proceed with the works;
 - iii) Contractor's Bid;
 - iv) Contract Data;
 - v) Special Conditions of Contract and General Conditions of Contract;
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the Contract.

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

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

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

(To be used by approved Commercial Scheduled Bank)

1. In consideration of the Chief Executive Officer, Chhattisgarh Rural Road Development Agency, Raipur/ Executive Engineer-cum-Member Secretary, Project Implementation, Pradhan Mantri Gram Sadak Yojna District..... (hereinafter called the CGRRDA) having agreed to exempt ----- (hereinafter called the contractor(s)) from the demand under the terms and conditions of an agreement being made between -----and-----
----- as per direction contained in sanction order no./D-2/PMGSY/200.... for the work (Name of Work) ----- (hereinafter called the said Agreement) of security deposit for the due fulfillment by the said contract (s) of the terms and conditions contained in the said agreements on production of a Bank Guarantee for Rs.(in figures)-----Rupees (in words)----- only, we (*)-----
----- (herein after referred to as “the Bank (at the request of the said contractor(s)) do hereby undertake to pay the CGRRDA an amount not exceeding Rs.----- against any loss or damage caused to, or suffered, would be caused to, or suffered, by the CGRRDA/ Government of Chhattisgarh, reasons of any breach by the said contractor(s) of the terms and conditions contained in the said agreement.

2. We (*) ----- do hereby undertake to pay the amount due and payable under this guarantee any demure merely on demand from the CGRRDA/ Employer/ Engineer standing the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms, or conditions contained in the said agreements or by reasons of the contractor’s failure to perform the said agreement, any such demand made on the Bank shall be conclusive as regards 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 undertake to pay to the CGRRDA any money so demanded by the CGRRDA/ Executive Engineer notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payments.

4. We(*) ----- 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 said agreement and that it shall continue to be enforceable till all the dues of the

CGRRDA/ Government under or by virtue of the said agreement have been fully paid and its claims satisfied, or discharged or till The Engineer-in-Charge, Executive Engineer certified that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand to claim under this Guarantee is made on us in writing on or before the (here indicate a date which falls 60months beyond the actual date of completion of the work) -----
We shall be discharged from all liability under the guarantee.

5. We(*) -----further agree with the CGRRDA/ Executive Engineer shall have the fullest liberty, without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions 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 for time to time any of the powers exercisable by the Executive Engineer against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reasons of any such variations, or extension being granted to the said contractor(s), or forbearance act, or commission on the part of the Government, or any indulgence by the CGRRDA/ Government to 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We(*) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CGRRDA/ Engineer-in-charge in writing.

Dated the day of

For(*)

(*) Indicate the name of the Bank.

For Field Testing Laboratory

| LIST OF LABORATORY EQUIPMENTS FOR ROAD WORKS | | | |
|---|---|--|---|
| S. No. | Laboratory Equipment Required | Quantity Require for New Connectivity roads | Quantity required for M/T of Roads |
| 1 | Post Hole Auger with Extensions | One Set | |
| 2 | Digging tools like pickaxe, shovel, etc | One Set | |
| 3 | IS Sieves Nos. with lid and pan 90mm, 80mm, 63mm, 53mm, 45mm, 27.5mm, 26.5mm, 19mm, 13.2mm, 11.2mm, 9.5mm, 37.5mm, 2.8mm, 5.6mm, 3.35mm, 2.36mm, 600 micron, 425 micron, 300 micron, 150 micron, 150 micron, 180 micron, 90 micron and 75 micron 42) | One Set | One Set |
| 4 | Standard Proctor Density Test Apparatus with rammer | One Set | |
| 5 | Hand Pouring Cylinder with tray complete for field density | One Set | |
| 6 | Core Cutter (10 cm dia), 10cm/15cm height complete with dolly and hammer | One Set | |
| 7 | Speedy moisture meter complete with chemicals | One Set | |
| 8 | Straight Edges | Two No. | |
| 9 | Digital Thermometers | | Three No. |
| 10 | Liquid Limit and plastic limit testing apparatus complete with One set water bottle and glass wares | One Set | |
| 11 | Gas burner, sand bath | One Set | |
| 12 | Camber Board | Two Set | |
| 13 | Electronic/digital balance 1 kg with the least count of 0.01 gm | One No. | One Set |
| 14 | Electronic/digital balance 5 Kg | One No. | One Set |
| 15 | Pan balance with weight Box, 5 Kg | One Set | One Set |
| 16 | Oven (ambient to 200°C) | One No. | |
| 17 | Water bath (ambient to 100°C) | One Set | |
| 18 | Bitumen extraction apparatus | | One Set |
| 19 | Penetration apparatus (Bitumen) | | One Set |
| 20 | Enamelled tray | | One Set |
| 21 | Measuring taps, spatula, glassware, porcelain dish, pestle mortar | One Set | |
| 22 | Trays for measurement of tack coat quantity | | Three |
| 23 | Slump cone | Two No. | |
| 24 | Aggregate Impact Value Apparatus | One Set | |
| 25 | Cube Mould (150x150x150) mm | Six No. | |
| 26 | Water absorption test Apparatus | One Set | |
| 27 | Thickness Gauge | One No. | |

eMARG

Flow Diagram for Inspection & Payment

