

GOVERNMENT OF MADHYA PRADESH
PANCHAYAT AND RURAL DEVELOPMENT DEPARTMENT,

RURAL ENGINEERING SERVICE (MADHYA PRADESH)

Vindyachal Bhawan, B-Wing, IInd Floor, Bhopal, M.P. – 462 004

TENDER DOCUMENTS

For

CONSTRUCTION / UPGRADATION OF RURAL ROADS AND

CROSS DRAINAGE WORKS

Package Number.....

Under

GRAM SAMPARK SADAK YOJNA (GSSY)

in District Chhindwara

Percentage Rate Tender

Issued by -

CHIEF ENGINEER
RURAL ENGINEERING SERVICE,
M.P. Bhopal

TENDER DOCUMENTS

GRAM SAMPARK SADAK

YOJNA

GOVERNMENT OF MADHYA PRADESH

PANCHAYAT & RURAL DEVELOPMENT

DEPARTMENT

Rural Engineering Service

Issue of Tender Documents

Issued to M/s :

Name of Work : CONSTRUCTION / UPGRADATION OF RURAL ROADS AND
 CROSS DRAINAGE WORKS IN PACKAGE NUMBER.....
 UNDER GRAM SAMPARK SADAK YOJNA (GSSY)
 IN DISTRICT **CHHINDWARA**

NIT No.:...../GSSY/2011

Dated:

Probable Amount of Contract (PAC): Rs.

Amount of Earnest Money Deposit: Rs.

Due date and time for receipt of tenders: (date) upto 3:00 PM

Due date and time for opening of technical qualification:..... (date) after 3.30 PM

Due date and time for opening of financial tender:.....(date) after 11 AM

Time allowed for Completion: months including rainy season from
the date of issuance of work order.

Schedule of Rates (SOR) : SOR of the Panchayat & Rural Development Department
issued by the Chief Engineer Rural Engineering Service, Bhopal for construction works
in force from 12.04.2010 and amended upto the date of issuance of tender notice.

Cost of Tender Documents : Rs

Paid vide MR No. Dated

Demand Draft No.Dated

of(Name of Scheduled Commercial Bank)

Payable at (Name of Local Branch)

Date of issuance of Tender Form : / /2011

**Executive Engineer
Rural Engineering Service
Chhindwara Division**

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CROSS DRAINAGE WORKS IN PACKAGE NUMBER..... UNDER GRAM SAMPAK
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GOVERNMENT OF MADHYA PRADESH
PANCHAYAT AND RURAL DEVELOPMENT DEPARTMENT,
RURAL ENGINEERING SERVICE (MADHYA PRADESH)

Vindyalchal Bhawan, B-Wing, IInd Floor, Bhopal, M.P. – 462 004

SHORT NOTICE INVITING OFFER (/GSSY/.....) (----- Call)

No./ **/22/D-10/R.E.S./GSSY/2011** **Bhopal, Date**

1- Sealed percentage rate tenders in three covers system are invited by the Chief Engineer, Rural Engineering Service Bhopal upto 3:00 PM on in office working hours for the following works from eligible contractors registered in appropriate class with Rural Engineering Service, Government of Madhya Pradesh as mentioned in column no. 9 of table shown below or contractors of equivalent categories registered with other departments of Madhya Pradesh, other States/Central Government Departments, their Institutions/ Undertakings/ Authorities, on Schedule Of Rates of the Panchayat & Rural Development Department issued by the Chief Engineer, Rural Engineering Service, Madhya Pradesh for construction works inforce from 12/04/2010 and ammended upto the date of issuance of Notice Inviting Tenders.

Name of Work : Construction / Upgradation of Rural Roads and Cross Drainage Works under Gram Sampark Sadak Yojna (GSSY) Phase-1

S. No.	District	Package No.	No. of Roads	Length of roads (km)	Probable amount of contract (PAC) (Rs. in lakh)	Earnest Money Deposit (E.M.D) (Rs. in lakh).	Time Allowed for completion of work including rainy season (in months)	Registered Class of contractor	Cost of Tender Documents (in Rupees)	Address of RES Division
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Attached as sheet-1										

2- The tender documents may be obtained on any working day during office hours upto from the office of Executive Engineer concerned, against demand draft only in favour of the Chief Executive officer, Madhya Pradesh Rajya Rojgar Guarantee Parishad, Bhopal, of any Scheduled Commerical Bank payable at Bhopal, as mentioned in detailed notice inviting tenders. The tender documents can also be downloaded from our website www.nregs-mp.org and in that case the demand draft for the cost of tender

documents, as mentioned above, shall be furnished along with the bid document for each package in a separate envelope (forth envelop) at the time of submitting the tender.

3- The earnest money shall be deposited along with the tender in the appropriate form as per the tender documents in favour of the Executive Engineer Rural Engineering Service of Division concerned as mentioned in column no. 11 of table above.

4- The appropriate class of contractors tendering for works registered in other than MPRES, has to get registered, before agreement, within 30 days after issuance of acceptance letter in appropriate class in MPRES department, other wise the earnest money submitted by the contractor will be forfeited.

5- The completed tender documents shall be received in the office of the Executive Engineer concerned, or in the office of the undersigned upto 3:00 PM, on Envelopes containing earnest money and technical qualification etc. will be opened at 3.30 PM on the same day by the Executive Engineer concerned or by the undersigned/authorized representative, as the case may be, in presence of tenderers or their authorized representatives who may choose to be present.

6- Pre-Bid meetings will be held in the office of Superintending Engineer of concerned circle on and consequently in the office of the undersigned on at 3.00 PM.

7- To qualify for opening financial tender, the technical qualifications shall be evaluated as mentioned in the detailed notice inviting tenders.

8- Financial tenders of the technically qualified tenderers shall be opened at office of Superintending Engineer on at 11.00 AM in the presence of tenderers or their authorized representatives who may choose to be present as per details given below.

District	Place of Opening
Indore, Khandwa, Dhar, Alirajpur, Jhabua, Badwani, Burhanpur	Office of the Superintending Engineer, R.E.S. Circle Indore
Gwalior, Guna, Ashoknagar, Bhind, Morena, Sheopur, Shivpuri	Office of the Superintending Engineer, R.E.S. Circle Gwalior
Bhopal, Raisen, Sehore, Vidisha, Rajgarh	Office of the Superintending Engineer, R.E.S. Circle Bhopal
Hoshangabad, Betul, Harda	Office of the Superintending Engineer, R.E.S. Circle Narmadapuram (Hoshangabad)

Jabalpur, Katni, Narsinghpur, Chhindwara, Seoni, Mandla, Balaghat	Office of the Superintending Engineer, R.E.S. Circle Jabalpur
Ujjain, Dewas, Shajapur, Ratlam, Mandsaur, Neemuch	Office of the Superintending Engineer, R.E.S. Circle Ujjain
Sagar, Tikamgarh, Panna, Chhatarpur, Damoh	Office of the Superintending Engineer, R.E.S. Circle Sagar
Rewa, Satna, Singrauli, Sidhi	Office of the Superintending Engineer, R.E.S. Circle Rewa
Shahdol, Umariya, Anuppur, Dindori	Office of the Superintending Engineer, R.E.S. Circle Shahdol

8- The tender documents and other details are available for inspection in the office of the Executive Engineer concerned during office hours upto, as well as on web site www.nregs-mp.org

**Chief Engineer
Rural Engineering Service
Bhopal**

Endt. No./ /22/D-10/R.E.S./GSSY/2010 Bhopal, Date

Copy forwarded to :

1. The Development Commissioner, Madhya Pradesh, Government of Madhya Pradesh, Vindhyachal Bhawan, Bhopal.
2. The Secretary, Government of M.P. Public Works Department / Panchayat and Rural Development Department / Finance Department, Vallabh Bhawan, Mantralaya, Bhopal
3. All the Divisional Commissioners, Madhya Pradesh
4. The Commissioner Public Relation, Ban Ganga Bhopal.
5. The Chief Executive Officer, Madhya Pradesh Rajya Rojgar Guarantee Parishad, Narmda Bhawan, Arera Hills, Bhopal
6. The Chief Executive Officer M.P. R.R.D.A Paryawas Bhawan, Bhopal.
7. The Managing Director, M.P. Road Development Corporation, Arera Hills, Bhopal.
8. The Engineer-in-Chief, Public Works Department, Satpura Bhawan, Bhopal.
9. The Chief Engineer, Public Works Department, Jabalpur/ Gwalior / Indore/ Bhopal /Rewa/Sagar/Ujjain/ National Highway / Bridge Zone.
10. The Chief Engineer, Central Public Works Department, Nirman Sadan Arera Hills Bhopal.
11. The Chief Engineer, Madhya Pradesh Rajya Rojgar Guarantee Parishad, Narmda Bhawan, Arera Hills, Bhopal.
12. All the Collectors, Madhya Pradesh
13. All the Superintending Engineers, MPRES.
14. All the Chief Executive Officers, Zila Panchayat, Madhya Pradesh
15. All the Executive Engineers, MPRES

SHORT NOTICE INVITING OFFER (...../GSSY/.....) with package wise details (sheet-1) is enclosed for information and wide publicity.

**Chief Engineer
Rural Engineering Service
Bhopal**

GOVERNMENT OF MADHYA PRADESH
PANCHAYAT AND RURAL DEVELOPMENT DEPARTMENT,
RURAL ENGINEERING SERVICE (MADHYA PRADESH)

Vindychal Bhawan, B-Wing, IInd Floor, Bhopal, M.P. – 462 004

NIT No.//GSSY/2010 Date (.... Call)

Detailed Notice Inviting Tenders (NIT) Including Technical Qualification

Introduction

1.1 Sealed percentage rate tenders in three covers system are invited by the Chief Engineer, Rural Engineering Service Bhopal upto 3:00 PM on in office working hours for the following works from eligible contractors registered in appropriate class with Rural Engineering Service, Government of Madhya Pradesh as mentioned in column no. 9 of table shown below or contractors of equivalent categories registered with other departments of Madhya Pradesh, other States/Central Government Departments, their Institutions/ Undertakings/ Authorities, on Schedule Of Rates of the Panchayat & Rural Development Department issued by the Chief Engineer, Rural Engineering Service, Madhya Pradesh for construction works inforce from 12/04/2010 and ammended upto the date of issuance of Notice Inviting Tenders.

Name of Work : Construction / Upgradation of Rural Roads and Cross Drainage Works under Gram Sampark Sadak Yojna (GSSY) Phase-1

S. No.	District	Package No.	No. of Roads	Length of roads (km)	Probable amount of contract (PAC) (Rs. in lakh)	Earnest Money Deposit (E.M.D) (Rs. in lakh).	Time Allowed for completion of work including rainy season (in months)	Registered Class of contractor	Cost of Tender Documents (in Rupees)	Address of RES Division
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Note: Details of work included in the package are given in **annexure-I** consisting of statements P1 and P4.

1.2 Not more than one tender shall be submitted for one package by a tenderer or by a firm of tenderers. The tenderer shall submit separate tender for each package.

1.3 No two or more concerns in which an individual is interested as a proprietor and /or as a partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.

- 1.4 Tender documents consisting of qualifications, information and eligibility criteria of tenderers, plans, specifications, drawings, schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the tenderer can be seen in the office of the Executive Engineer concerned on any working day during office hours before the last date for the submission of the tenders and also can be seen on website www.nregs-mp.org of the department.
- 1.5 Tender documents can be obtained on any working day **upto** from the office of the Executive Engineer concerned against **demand draft only**, as shown in column 10 of the above table, of any scheduled commercial bank payable on its local branch in favour of the **Chief Executive officer, Madhya Pradesh Rajya Rojgar Guarantee Parishad, Bhopal**. Tender documents can, also, be downloaded from website www.nregs-mp.org. In such case, cost of tender documents will have to be submitted, in the form of demand draft in favour of **Chief Executive officer, Madhya Pradesh Rajya Rojgar Guarantee Parishad, Bhopal**, issued by any Scheduled Commercial Bank payable on its local branch at head quarter, in a separate envelope.

2- **RATES :-**

2.1 **The Schedule of Items ;**

The schedule of items of work to be executed is enclosed as Annexure- A.

2.2 **Percentage Rate Tender :**

2.2.1 Tenderer should quote tender percentage rate above or below or at par on the **Schedule Of Rates of the Panchayat & Rural Development Department issued by the Chief Engineer, Rural Engineering Service Bhopal in force from 12/04/2010 and amended upto the date of issuance of N.I.T.**

2.2.2 The percentage of tender above/below or at par on the relevant Schedule Of Rates inclusive of amendments and corrections issued upto the date of the notice inviting tenders should be expressed at appropriate place on the financial tender both in words and figures in such a way that interpolation is not possible and all incorrect

words should be neatly scored out and rewritten and the corrections should be duly attested prior to the submission of tender.

- 2.2.3 Tenders not specifying percentage in words shall, summarily, be rejected.
- 2.2.4 Any amendments to the Schedule Of Rates made after the date of issue of NIT shall not apply to this tender.
- 2.2.5 The percentage tendered by the tenderer will apply to those rates which find place in the said Schedule Of Rates or have been derived from the said Schedule Of Rates and not to other items of work.
- 2.2.6 The percentage quoted by the tenderer shall not be altered by the tenderer during the terms of contract. The deduction or addition, as the case may be of the percentage will be calculated on the gross amount of each bill for the work done.
- 2.2.7 If the percentage quoted by the tenderer differs in words and figures, the lower of the two shall be considered.
- 2.3 **Lead and lift of water** - No lead and lift for water shall be payable.
- 2.4 **Lead and lift of material**- No lead and lift for material shall be payable.
- 2.5 **Non - Scheduled Items** - During the execution of the work there is likelihood of such items of work, which do not find place in the Schedule Of Rates. Contractor will have to carry out these items of work as per Clause 13 of the Contract Agreement.

3- **SUBMISSION OF TENDER** :-

3.1 **Technical Qualification**

Each tenderer has to fulfil all the technical parameters given hereunder to qualify technically for opening of his/their financial tender :-

(a) ***Turn Over***

The tenderer must have achieved in any one year in the last 5 years (including current year) a minimum turnover of civil engineering construction works of the amount equal to the probable amount of contract (PAC). The turnover will be

indexed, as under, at the rate of 10% percent for a year. Financial turnover shall be certified by Chartered Accountant.

Price Indexed Rate -

The following enhancement factor (indexed rate) @ 10% per year will be used for the cost of works of Rs. 100.00 lakh executed in each financial year to bring financial figures to a common base value.

S.No.	Financial Year	Income Tax Assessment Year	Index factor @ 10% upgraded for every year (Rs. in crore)
1	2005-06	2006-07	1.46
2	2006-07	2007-08	1.33
3	2007-08	2008-09	1.21
4	2008-09	2009-10	1.10
5	2009-10	2010-11	1

(b) Experience

The tenderer must have satisfactorily completed in the last five years, as prime contractor, at least one similar work equal to one-third of PAC in value. The tenderer shall have to produce certified copy of work order and completion certificate duly signed by an officer not below the rank of Executive Engineer. In case of work done as subcontract, the certificate of experience issued by the principal employer (i.e. concern department) shall only be considered.

or

If any contractor has satisfactorily completed work in which the cost of the following individual items or combination thereof constitutes to one-third of the PAC, he shall be treated to have satisfied the requirement of 'similar work' experience. The items or combination thereof qualifying for the category of similar work are:-

- i) earthwork carried out with compaction at optimum moisture content to maximum dry density .
- ii) construction of granular sub-base, water bound macadam sub-base course or base course (G2 & G3), wet mix macadam base course, gravel base course (G2 & G3), surface course (G3), bituminous work and designed concrete mix not less than M-30 strength.
- iii) masonry/concrete work as are required for construction of cross drainage works, bridges and culverts.

(c) *Tendering Capacity*

The tenderers will be technically qualified if their available tendering capacity is more than or equal to the probable amount of contract (PAC). The available tendering capacity will be assessed as under :

$$\text{Assessed Available Tendering Capacity} = (A \times N \times M) - B$$

Where;

A = Maximum value of turn over in civil engineering construction works executed in any one year in the last five years (updated to price level of the year in which contract is to be awarded at the indexed rate of 10% for a year).

N = Number of years prescribed for the present contract.

= (Period upto 6 months to be taken as half year and more than 6 months and upto 12 months as one year).

B = Value of balance work of existing contract(s) commitments, duly certified by the officer not below the rank of Executive Engineer and also by the Chartered Accountant.

M = 2

Note: Statements submitted in support of (b) shall be signed by the officer not below the rank of Executive Engineer and statements in support of (a) shall be certified by the Chartered Accountant.

- (d) The firms constituted with partnership of retired engineers, whose are tendering for the work, will be given following bid capacity and experience weightage without any certificate.

Post held	Bid capacity (Rs. in crore)	Equivalent turn over (Rs. in crore)	Single work Experience (Rs. in crore)
Chief Engineer (Retd.)	10.00	5.00	3.33
Superintending Engineer (Retd.)	4.00	2.00	1.33
Executive Engineer (Retd.)	2.00	1.00	0.67

- (e) Even though the tenderers meet the above qualifications they are subject to disqualification, if they have:
- (i) made misleading or false representation in the forms, statements and attachments submitted. **OR**
- (ii) record of poor performance such as abandoning, rescission of contract for which the reasons are attributed to the non-performance of the contractor, consistent history of litigation existed against him/them or financial failure due to bankruptcy.

Notes:

- (i) Reports on the financial standing of the tenderer, such as profit and loss statements and Chartered Accountants reports for the last five years shall be submitted with the tender documents.
- (ii) Financial tenders of only those tenderers, who technically qualify, shall be opened on such date and time as may be notified to them.
- (iii) The tenderers are required to furnish the required information regarding their technical qualification in the formats given in Annexure B.

3.2 Earnest Money Deposit - No tender will be received without deposit of valid earnest money as specified in this document. The earnest money deposit of unsuccessful tenderers shall be returned on the rejection of their tenders or earlier as may be decided by the competent authority.

The tenderers must submit earnest money deposit of the specified amount for the work in any one of the following forms.

- (i) Demand Draft of any Scheduled Commercial Bank payable on its local branch in favour of the Executive Engineer concerned.
- (ii) Fixed/Term Deposit Receipt of any Scheduled Commercial Bank in favour of the Executive Engineer concerned.
- (iii) National Saving Certificates duly pledged in favour of the Executive Engineer concerned.

3.3 Adjustment of Earnest Money - Earnest money, which has been deposited for a particular work, will not ordinarily be adjusted towards the earnest money for another work. But if the tender of a tenderer for a work in the same division has been rejected and the earnest money has not been refunded though it was due for refund it may be adjusted against this work by the Executive Engineer concerned.

3.4 Implication of Submission of Tender –

- (i) Tenderers are advised to visit site sufficiently in advance of the date fixed for submission of the tenders. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site, quarries etc. whether he inspects them or not.
- (ii) Before commencement of the contract work, it will be responsibility of the contractor to get satisfied himself, about existing work or work executed by other agency over which he has to work.
- (iii) The site for the work for the Cross Drainage Works shall be immediately available. However, the site for the road component shall be available after the completion of sub-grade work of the road being executed under MNREGA.

- (iv) After award of contract, the contractor has to start with CD works, which is substantial part of the contract. Till this time, the road work will be executed by the department upto subgrade level. In case, if any road is lagged behind to bring the status of the subgrade, the contractor will be given appropriate time of extension for such lapses on the part of department.
- (v) The earthen and hard shoulders will be constructed by the department. The department will construct and will hand over to contractor upto subgrade level. The shoulders for base course and surface course will get executed simultaneously with contract work, depending upon the status of the road.

3.5 Pre-tender Meeting -

A pre-tender meeting shall be held on at **3.00 P.M.** in the office of **Superintending Engineer concerned circle** and subsequent prebid meeting shall be at the office of Development Commissioner, Madhya Pradesh, (Rural Engineering Service), B-Wing, IInd Floor, Vindhyachal Bhawan, Bhopal on at **3.00 PM.**

3.6 Submission of Tender - Submission of tender implies that the tenderer has read the tender notice, conditions of tender and all other contract documents and made himself aware of the standards, procedures, the scope and specifications of the work to be done and the specifications as laid down in the publications of Indian Road Congress and Indian standards. The tenderer should satisfy himself regarding the suitability and availability of site of work etc. as also the suitability and availability of the material at the quarries. The responsibility of opening new quarries, construction and maintenance of approaches thereto shall lie wholly with the contractor.

Tenders in three envelopes system shall be delivered to the Executive Engineer concerned or to the Chief Engineer, RES in the office of the Development Commissioner, M.P. Bhopal till 10.11.2010 upto 3 P.M.. If the office happens to be closed on the due date of receipt of the tenders as specified, the same will be received on the next working day at the same time and venue.

Three envelopes as mentioned below shall be kept in a large outer envelope, which shall also be sealed. Name of the work and due date of receipt of tenders shall be prominently written on the outer envelope.

(a) 1st envelope "A" containing the Earnest Money Deposit.

(b) 2nd envelope "B" containing the Technical Qualification.

(c) 3rd envelope "C" containing the Financial Tender and terms and conditions of agreement.

In addition to the above, demand draft of any scheduled commercial bank payable on its local branch for the cost of tender documents, if downloaded from website, shall also be enclosed in a separate envelope superscribed as “cost of tender documents” (**4th envelope "D" containing the cost of tender documents**).

3.7 Validity of Tender - Tender shall remain open upto 120 days from the date of submission of tender and in the event of the tenderer withdrawing the offer before the aforesaid, date for any reason whatsoever, earnest money deposited with the tender shall be forfeited by the Executive Engineer.

3.8 Relationship - A tenderer shall not be permitted to tender for works in the Division (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity in the grade of Executive Engineer and Assistant Engineer. A list showing the names of the persons who are working with the contractor and are near relatives to any Gazetted Officer in the Panchayat and Rural Development Department, RES should also be appended to the tender. He should also intimate to the Executive Engineer the names of subsequently employed persons who are near relatives to any Gazetted Officer in the Panchayat and Rural Development Department, RES or Divisional Accountant in the Division. Any breach of this condition by the tenderer would render him liable to be removed from the approved list of contractors of this Department. The contractors registered in other departments/organisations shall be debarred from tendering in future.

***Note:** The term "near relative" means, wife, husband, parents, son, grandson, brothers, sisters, brother-in-law, father-in-law and mother-in-law.*

3.9 The tender for the work - shall be witnessed. Failure to observe this condition shall render the tender liable for rejection.

3.10 Unsealed Tender - The tender shall be returned unopened to the tenderer if not properly sealed.

4- OPENING AND ACCEPTANCE OF TENDERS :-

4.1 Place and Time of Opening - The tenders shall be opened at the time and place, mentioned in the Data Sheet, by the Executive Engineer concerned or by the Chief Engineer RES or his authorized representative in the presence of the tenderers or their duly authorized representatives who may choose to be present.

The envelopes containing demand draft being the cost of tender documents downloaded from website, earnest money deposit and technical qualification will be opened in the office of Executive Engineer concerned or by the Chief Engineer RES on the same date at 3.30 P.M. If the office happens to be closed on the date of opening of the technical qualification as specified, the tenders will be opened on the next working day at the same time and venue.

Envelopes for tender documents shall be opened in the following order:-

- (i) Envelope containing demand draft being the cost of tender documents downloaded from the website. If the demand draft is not found in order all the other envelopes shall be returned unopened to the tenderer.
- (ii) Envelope containing earnest money deposit. If the earnest money deposit is not found in the mode prescribed in clause 3.2 of NIT the envelopes containing technical qualification and financial tender shall be returned unopened to the tenderer or kept unopened in absence of tenderer.
- (iii) Financial tenders of the technically qualified tenderers shall be opened at office of Superintending Engineer on at 11.00 AM in the presence of tenderers or their authorized representatives who may choose to be present as per details given below.

District	Place of Opening
Indore, Khandwa, Dhar, Alirajpur, Jhabua, Badwani, Burhanpur	Office of the Superintending Engineer, R.E.S. Circle Indore
Gwalior, Guna, Ashoknagar, Bhind, Morena, Sheopur, Shivpuri	Office of the Superintending Engineer, R.E.S. Circle Gwalior
Bhopal, Raisen, Sehore, Vidisha, Rajgarh	Office of the Superintending Engineer, R.E.S. Circle Bhopal
Hoshangabad, Betul, Harda	Office of the Superintending Engineer, R.E.S. Circle Narmadapuram (Hoshangabad)
Jabalpur, Katni, Narsinghpur, Chhindwara, Seoni, Mandla, Balaghat	Office of the Superintending Engineer, R.E.S. Circle Jabalpur
Ujjain, Dewas, Shajapur, Ratlam, Mandsaur, Neemuch	Office of the Superintending Engineer, R.E.S. Circle Ujjain
Sagar, Tikamgarh, Panna, Chhatarpur, Damoh	Office of the Superintending Engineer, R.E.S. Circle Sagar
Rewa, Satna, Singrauli, Sidhi	Office of the Superintending Engineer, R.E.S. Circle Rewa
Shahdol, Umariya, Anuppur, Dindori	Office of the Superintending Engineer, R.E.S. Circle Shahdol

- 4.2 Powers of Executive Engineer** - The Executive Engineer does not bind himself to accept or recommend for the acceptance by the competent authority, the lowest or any tender or to give any reason for his decision.
- 4.3 Conditional Tender** - Conditional tenders are liable to be rejected.
- 4.4 Canvassing** - Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section-8 of the M.P. Vinirdishta Bhrashta Acharan Nivaran Vidheyak, 1982 and Rules 1988.
- 4.5 Refund of Earnest Money Deposit** - It shall be refunded to the technically unsuccessful tenderers after the completion of scrutiny of technical qualification. Earnest Money Deposit of other financially unsuccessful tenderers shall be refunded after expiry of validity period or on rejection of his tender whichever is earlier.

5- SPECIFICATIONS :-

5.1 Specifications –

- (a) Means the specifications of the works included in the contract and any modification or addition made or approved by the Engineer.
- (b) Specification also include "drawings" calculations and other information provided or approved by the Engineer-in-Charge for the execution of the contract.
- (c) Contractor has to submit working drawings and designs of cross drainage works after detailed survey and get the same approved from the competent authority before execution. If contractor wants to suggest any change in drawing and design of CD structure, he has to submit detailed drawing and design of CD works after detailed survey and get the same approved from the Engineer-in-Charge before commencement of that structure. For this work no separate payment will be made.
- (d) Brief specifications, technical note and typical cross section of gravel roads are enclosed as Annexure-C.
- (e) Type design for kilometer stones, 200 metre stones and boundary stones/guard stones and code of practice for road signs are enclosed as Annexure – C1, C2, C3 and C4 respectively.

5.2 Workmanship - The work shall be carried out according to the construction process as per prescribed specifications and sound engineering practices. The decision of the Engineer-in-Charge in respect of workmanship will be final.

5.3 Cement Concrete - Cement concrete shall be mixed in concrete mixtures and compacted by mechanical vibrators. Slump test shall be carried out during concreting and test cubes prepared and tested in due course. The testing will be carried out by the contractor in the presence of authorized departmental representative.

The results of the tests shall conform to the required standards. If the Executive Engineer considers that a structural test of whole work or any component thereof is necessary, the same shall be carried out as instructed by him at the contractor's

expenses and should the result of this be unsatisfactory, the contractor will be bound to take down and reconstruct the particular portion of work which has given unsatisfactory test result.

5.4 Contradictions Or Amendments - In the event of contradictions between the stipulations of the Schedule Of Rates and aforesaid specifications the stipulations of the Schedule Of Rates shall take precedence. In the event of contradictions, if any, between different specifications and or codes of practice, referred to above, the decision of the Engineer-in-Charge shall be final subject to appeal in case of dispute before the Superintending Engineer and thereafter appeal to the Chief Engineer as provided in clause 29 of the conditions of contract.

6. Quality Control Test -

6.1 Quality control tests shall have to be conducted by the contractor's Engineer under the supervision of the Engineer-in-charge or his authorized representatives. If the amount of contract exceeds Rs. 25.00 lakh the contractor shall setup a field laboratory at locations approved by the Engineer-in-Charge and equip the same with the needed equipments as detailed in Annexure-D.

6.2 The work shall not be accepted in any case, if the contractor fails to observe the instructions of the Engineer-in-Charge, regarding testing of material.

6.3 Before making any payment, it will be the responsibility of the Engineer-in-Charge to ensure that all the tests at prescribed frequencies thereof for cross drainage works and gravel road as laid down in Annexure- E & F have been carried out, and found as per requirement.

6.4 If tests are not conducted to the prescribed frequency, the Engineer-in-Charge shall reject that part of the work.

7. Material -

All material shall conform to the relevant Indian Standard Specifications prevailing on the date of issue of notice inviting tenders. All material before use in work shall require approval of the Engineer-in-Charge, who will get them tested as per relevant IS Code IS:5454:1978 at contractor's cost and samples so approved be

kept in the office of the concerned sub divisional officer till finalization of the work.

8- MISCELLANEOUS CONDITIONS :

8.1.1 Post Tender Subletting – Subletting of components of work under the contract shall be limited to 25% of the contract price. The contractor, whose tender is accepted, may request in writing duly supported by the documents prescribed in format of technical qualification-annexure-B, regarding the sub-contractor to whom the subletting is proposed. The Superintending Engineer may approve such subletting upto an amount equal to 25% of the contract price including subletting, if any, approved by the tender accepting authority.

Where such approval for subletting is granted, the contractor shall, however, not be relieved of any obligation or duty or responsibility, which he undertakes under the contract.

8.2 Taxes - All dues regarding taxes, including the commercial tax, labour cess, royalties and income tax on the contractor's work will be payable by the contractor upto the completion of work.

8.3 Fair Wages - The contractor shall pay not less than fair wages to labour engaged by him on the work (Rules enclosed vide Annexure-G).

8.4 Works In The Vicinity - The Executive Engineer reserves the right to take up departmental work or to award work on contract to other agencies in the vicinity without prejudice to the terms of contract.

8.5 Removal Of Undesired Person -The contractor shall on receipt of the requisition from the Executive Engineer, at once, remove any person employed by him on the work, who in the opinion of the Executive Engineer, is unsuitable or undesirable.

8.6 Amount Due From Contractor - Any amount due from the contractor on any account concerning work may be recovered from him as arrears of land revenue.

8.7 Tools And Plants - The contractor shall arrange at his own cost, tools and plant required for the proper execution of the work.

- 8.8 Rights To Increase Or Decrease Work**- The Executive Engineer/ Project Manager i.e. Engineer-in-Charge reserves the right to increase or decrease the work at any time during the currency of the contract as mentioned in clause 13 of the contract and the contractor will be bound to comply with the orders of the Engineer-in-Charge without any claim for compensation.
- 8.9 Time Schedule** - The work shall be done by the contractor according to the time schedule fixed by the Engineer-in-Charge.
- 8.10 Time Of Contract** - Time allowed for carrying out the work as entered in the Detailed Notice Inviting Tenders shall be strictly observed by the contractor and shall be reckoned as defined in clause 2 of the conditions of the contract.
- 8.11 Payment By Cheque**- The payment for the work done will be made by cheque. Bank commission charges on releasing such payments through demand draft on the request of the contractor will be borne by him.
- 8.12 Acceptance of Tender** - The authority competent to accept the tender reserves the right of accepting the tender for the whole work or for a distinct part of it, or distributing the work between one or more tenderers.
- 9. Agreement and Work Programme :-**
- 9.1 Execution of Agreement**- - The tenderer, whose tender has been accepted, hereinafter referred to as the contractor will execute the agreement in the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by the Executive Engineer.
- Failure of the successful tenderer to comply with the above requirements shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the earnest money deposit. The contractor shall also be debarred from participating in tenders under Gram Sampark Sadak Yojana for one year.
- 9.2 Construction Programme**: The contractor shall submit a detailed month-wise construction programme within 14 days of the notice to commence the work. The programme may be reviewed and revised every month.

If progress of a crucial item of work, which is important for timely completion of work, is unsatisfactory, the Engineer-in-charge, notwithstanding that the general progress of the work is satisfactory, be entitled to take action under clause 3 of the contract after giving 10 days notice in writing to the contractor and the contractor shall have no claim for compensation for any loss sustained by him owing to such action

10. Security Deposit -

- (a) Security deposit shall be recovered from the running account bills @ 10% ten percent as per Clause - 1 of the Agreement.
- (b) Security deposit shall be deducted from the running account bills till the amount of security deposit and earnest money deposit together is equal to 10% of the total value of work done or amount of contract whichever is more.
- (c) Security deposit to the extent of 50% shall be refunded to the contractor after payment of the final bill and the balance 50% after rectification of defects, if any, noticed during the Defect Liability Period and issue of “No Defect Liability Certificate”.

11. Technical Personnel

- (a) The contractor shall employ technical personnel as detailed in Annexure - H during the execution of work.
- (b) The contractor should give a certificate that the Engineers / Diploma holder Engineers are exclusively in his employment.
- (c) The retired Assistant Engineer who is holding a Diploma may be treated at par with the Graduate Engineer for the operation of this clause.
- (d) It is not necessary for the contractor’s partner in the case of firm/company who himself is an Engineer/Sub-Engineer to employ another Engineer/Sub-Engineer for the supervision of work.

12. Defects Liability :-

"Defect" means any item of the work not completed in accordance with the specifications as per clause 12 of contract agreement.

The **"Defects Liability Period"** is two years calculated from the date of actual completion as mentioned in completion certificate issued by Engineer-in-Charge as per clause - 6 of contract agreement and additional 45 days for inspection of work by the Engineer-in-Charge.

"No Defect Liability Certificate" in the form appended with the conditions of contract shall be issued by the Engineer-in-Charge, after expiry of the Defect Liability Period of 2 years and additional 45 days for his inspection and upon rectification of defects, if any, by the contractor.

If any kind of defect in construction work is found or any work, get generated maintenance during the liability period, then it would be rectified by the contractor as per IRC:77-2008 para 4.1.3(a)(i) and a(ii) at his own cost within 15 days from the date of notice in writing by the Engineer-in-Charge. If the contractor fails to rectify the defects within 15 days, the Engineer-in-Charge shall repair or rectify that work at the cost and risk of the contractor. The amount of expenses on repairing or removal of such defects of the work (for which the certificate of Engineer-in-Charge shall be final) shall be deducted from his security deposit. After two years, during inspection of Engineer-in-Charge if quality of construction works is found satisfactory, remaining amount of the deposit shall be refunded. If amount of expenses of repairing of the work and rectification of defects is in excess of the amount of security deposit then such excess amount shall be recoverable from other dues of the contractor or as arrears of Land Revenue.

13. DPR Preparation, Quality Control and Supervision Consultants - are site in-charge of the work. They will act as Engineer for the purpose of civil work contracts. The Technical Services of the Consultants have been hired by the department on contract basis.

14. Conditions Applicable For Contract - All the conditions of the N.I.T will be binding on the contractor in addition to the conditions of the contract in the prescribed form -

Following documents annexed with this N.I.T. shall also form part of the Contract:-

- (a) Data Sheet .
- (b) Annexure – **A** Schedule of Items of work to be executed.
- (c) Annexure – **B** Format of Technical Qualification
- (d) Annexure – **C** Brief Specifications, Technical Notes and Typical Cross Section Of Gravel Roads.
- (e) Annexure - **C1, C2, C3 and C4** Type design for kilometer stones, 200 metre stones, boundary stones/guard stones and code of practice for road signs respectively.
- (f) Annexure – **D** Equipment for the Field Testing Laboratory
- (g) Annexure – **E** Quality Control Tests and Frequency thereof for Cross Drainage Works
- (h) Annexure – **F** Mandatory Tests and Frequency thereof
- (i) Annexure – **G** Contractors Labour Regulations
- (j) Annexure – **H** Technical Personnel
- (k) Annexure – **I** Details of work consisting of statements P1& P4

Chief Engineer
Rural Engineering Service
Bhopal

DATA SHEET

Name of Work:- Construction / Upgradation of Rural Roads and Cross Drainage Works in Package Number..... under Gram Sampark Sadak Yojna (GSSY) in District

1	Completion period for construction months including rainy season
2	No. and Date of Issue of Notice Inviting Tenders	
3.	Place and Dead Line for sale of tender documents	Office of the Executive Engineer Rural Engineering Service (Division) upto on any working day
4.	Time, Date and Place of Pre – Bid Meeting	1. O/o Executive Engineer R.E.S. Division Concerned on Dated :..... Time : PM 2. O/o Development Commissioner, Vindhyachal Bhawan Bhopal on dated at PM.
5	Deadline for receiving tenders	Date : Time : upto PM
6	Time and Date of opening envelopes of Earnest Money Deposit and Technical Qualification	Date : Time : at PM
7	Place of opening envelopes of Earnest Money Deposit and Technical Qualification	1. Office of the Executive Engineer, Rural Engineering Service, Concerned 2. Office of the Development Commissioner Madhya Pradesh Chief Engineer RES Bhopal
8	Date and time for opening of Financial Tender	Date : Time : at AM
9	Place of opening of financial tender	
11	Validity of Tender	120 days from the date of submission of tender
12	Cost of Tender Documents	Rs.
13	Earnest Money Deposit	Rs.
14	Submission of Tender	It shall be submitted in three separate envelopes as under : (a) Earnest Money Deposit "A" (b) Technical Qualification "B" (c) Financial Tender "C" (d) If Tender Document downloaded from website the Cost of tender document shall be kept in separate envelop "D". (e) All the three/four envelopes shall be kept in an outer envelope. All these envelope shall be clearly marked as -

		<ul style="list-style-type: none"> (i) Outer envelope to be marked as outer envelope for the work:- Construction / Upgradation of Rural Roads and Cross Drainage Works under Gram Sampark Sadak Yojna (GSSY) Package No. (ii) EMD envelope A placed in outer envelope be marked as Earnest Money Deposit for the work:- Package No. (iii) Technical Qualification envelope B placed in outer envelope be marked as Technical Qualification for the work:- Package No (iv) Financial tender envelope C placed in outer envelope be marked as Financial Tender for the work:- Package No (v) If Tender Document downloaded from website the Cost of tender document shall be kept in separate envelop "D":- Package No
15	Technical Qualification in the formats given in Annexure B	Tender Notice for Press Detailed Notice Inviting Tenders Data Sheet and Annexures :- A, C to I

ANNEXURE -A

(as referred to in clause 2.1 of NIT)

Schedule of Items of work to be executed :-

Name of Work :- Construction / Upgradation of Rural Roads and Cross Drainage Works in package number..... under Gram Sampark Sadak Yojna (GSSY) in District

S.No.	S.No. of SOR	Particulars of item of work as per SOR	Unit	Quantity	Rate as per SOR
1	2	3	4	5	6

(Attach certified copy of registration)

8. Permanent Account Number :- (PAN is necessary.)
9. Self attested copies of original documents defining the constitution or legal status (Partnership Deed/Article of Association/Memorandum of Association), place of registration, principal place of business; certificate of registration as contractor and written power of attorney of the authorized signatory of the tender to commit the tenderer;

(A) Statement showing turn over of the tenderer for Civil Engineering construction works during the last 5 years (including current year)

(duly certified by the Chartered Accountant)

Financial Year	Turn over	
	Actual	Indexed

(B) Statement showing the value of similar work completed in the last 5 years (including current year) as prime contractor (duly certified by the Executive Engineer concerned)

- (i) year :.....
- (ii) Name of Division :.....
- (iii) Name of work completed :

Items or combination thereof for experience of similar works completed	Quantity	Value of item of work
Earthwork		
Granular sub-base		
Water bound macadam Sub-base course		
Base course		
Wet mix macadam base course		
Gravel base course		

Surface course		
Masonry work for cross drainage works		
Concrete work for cross drainage works		

Note : This statement shall be prepared for each year and each work separately and shall be supported by self attested certificate issued by the Executive Engineer concerned .

(C) Statement showing the value of balance work / existing commitments

(duly certified by the Executive Engineer concerned)

Name of division	Name of work	Contract amount	Work order number and date	Value of work done	Value of balance work

(D) Subletting - Items of work upto 25 percent of the contract price may be permitted for subletting. If the tenderer desires to sublet the items of work upto to the extent mentioned above he may identify such items of work in the format hereunder.

Name of the Sub Contractor :-

S.No.	Items of the work	Quantity	Rate as per SOR	Amount
1				
2				
3				
4				
5				

Further the contractor shall submit technical qualification of the sub contractor in whose favour subletting is proposed in the same formats in which he himself has submitted the information for technical qualification.

(E) Details of Works abandoned -

S.No.	Name of Work	Agreement	Name of	Probable	Reasons for
-------	--------------	-----------	---------	----------	-------------

		No. and Date	Organization awarding the work	amount of contract	abandonment
1					
2					
3					
4					
5					

(F) Details of Works rescinded for reasons attributable to be contractor :-

S.No.	Name of Work	Agreement No. and Date	Name of Organization awarding the work	Probable amount of contract	Reasons for rescission
1					
2					
3					
4					
5					

(G) History of Litigation

S.No.	Name of Work	Agreement No. and Date	Name of Organization awarding the work	Probable amount of contract	Reasons for Litigation in brief
1					
2					
3					
4					
5					

(H) Details of Financial Failure due to bankruptcy :-

S.No.	Name of Work	Agreement No. and Date	Name of Organization awarding the work	Probable amount of contract	Stage of failure
1					
2					
3					
4					
5					

- (I) **Affidavit** – Contractor shall submit an affidavit on non-judicial stamp on Rs. 100/- duly notarized in the appended format in support of the correctness of the information and self attached documents furnished by him.

Signature
Authorized Signatory

(Name in Full of Signatory)

AFFIDAVIT

- (1) I.....S/o Shri.....
Proprietor/Partner/Authorized Signatory of M/s.....
.....Age aboutyears
Resident of solemnly affirm on oath as under:-
- (2) The information, self attested certified copies of the documents supplied with the technical qualification, undertaking given and certificates attached by me/us with the Tender Documents for the work Construction / Upgradation of Rural Roads and Cross Drainage Works in package number.....under Gram Sampark Sadak Yojna (GSSY) in District..... against the Notice Inviting Tender No..... Dated issued by the Chief Engineer, Rural Engineering Service, Bhopal Madhya Pradesh are true, correct and genuine in all respects.
- (3) That none of my near relatives, as defined in the Notice Inviting Tender are in employment of the Rural Engineering Service.
- (4) That any information, even after award of contract or subsequently, is found to be incorrect, the Department may forfeit my/our Earnest Money Deposit and other deposits and debar me/us for this tender and future tenders and my/our name removed from the approved list of contractors in any branch of the Department.

Place :-

Deponent

Date :-

Verification

I....., S/o Shri verified on oath that all the contents of this affidavit from 1 to 4 are true and correct as per my best knowledge and best memory. I have neither expressed anything incorrect nor have suppressed any truth or any material fact.

Place :-

Deponent

Date :-

ANNEXURE – C

(as referred to in clause 5.1 of NIT)

Brief Specifications and Technical Note for Gravel Roads

(A) A typical cross section of the gravel road is enclosed -

- (1) Embankment and sub-grade shall be constructed under scheme MNREGA by the department by engaging labour on Muster Rolls
- (2) All cross drainage works, small bridges and culverts shall be constructed under this contract.
- (3) Base course and surface course shall be constructed under this contract.

(B) Specifications -

Following specifications shall be followed :-

- (i) **IRC: SP:77- 2008** - Manual for design construction and maintenance of Gravel Roads.
- (ii) **IRC: SP-72 – 2008** – Guidelines for the design of flexible pavement for low volume rural roads.
- (iii) Ministry of Rural Development (MORD) Specifications for Rural Roads published by the Indian Roads Congress.
- (iv) **IRC: SP-20 - 2002** - Rural Road Manual
- (v) **IRC: SP-13-2004** - for cross drainage works, small bridges and culverts.
- (vi) **IRC: 67-2010** - for road signage.
- (vii) **IRC: 26-1967** - for 200 meter stone.
- (viii) **IRC: 8-1980** - for kilo meter (km) stone.
- (ix) **IRC: 25-1967** - for boundary stone.
- (x) **IRC: 30-1968** - for letters and numerals.

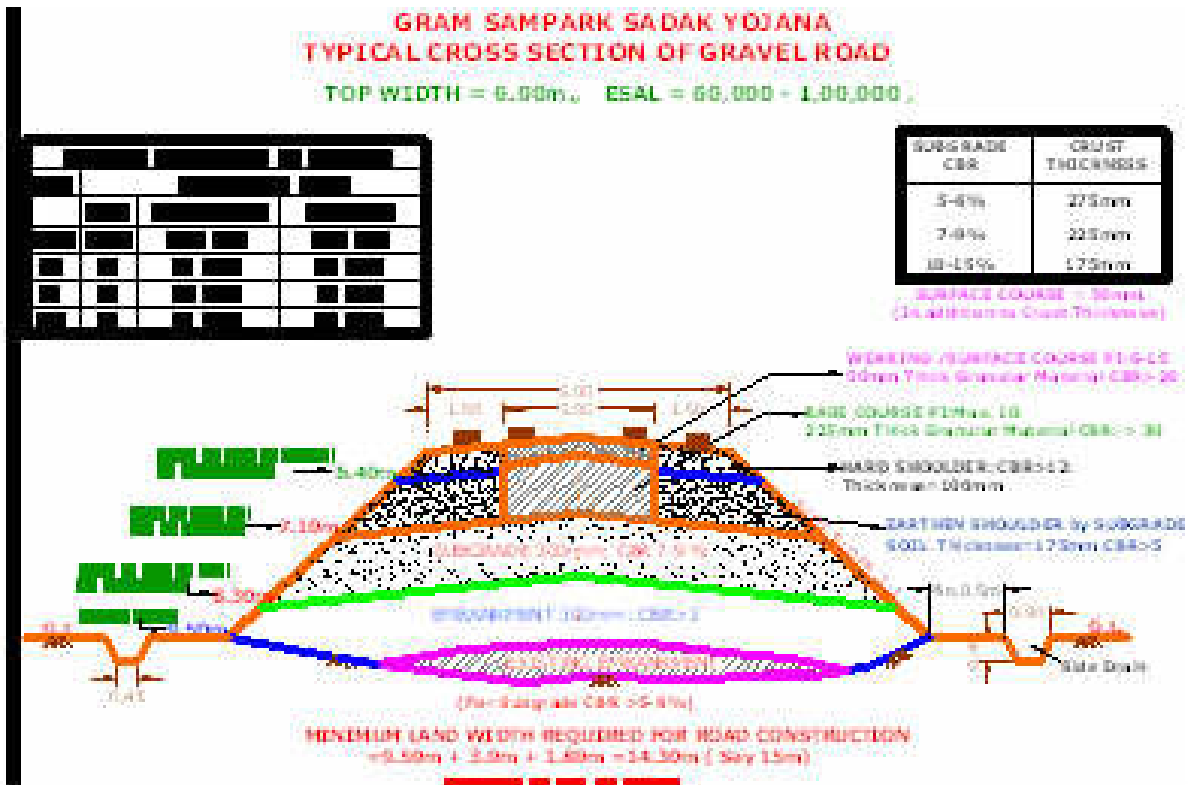
(C) Material

- (i) The required material of gravel for base course shall be of not less than 30% CBR and surface course shall be of not less than 20% CBR. If such material is not available the available stone crusher run material be compulsorily blended with gravel material to achieve the required CBR. Other parameters shall be as per IRC SP-77-2008.
- (ii) For more than 300 mm dia hume pipes used in culverts NP3 of ISI make (as per IS 458-2003) will be allowed. In exceptional cases where ISI make hume pipes are not available non ISI NP3 hume pipes conforming to IS 458-2003 will be allowed with prior approval of the Chief Engineer RES.
- (iii) Binding wire of 12 SWG shall be used for RCC work.

(D) Quality Control

The regular quality control tests of material prior to construction of work, during the construction and on completion shall also be carried out by the contractor's, Engineer in presence of the Consultants/Engineer-in-Charge or their authorized representative.

ANNEXURE – C as referred to in clause 5.1 of NIT



ANNEXURE – C1

(as referred to in clause 5.1 of NIT)

TYPE DESIGN FOR KILOMETRE STONES

- 1.1 Type design for kilometre stones shall be as given in IRC:8–1980.
- 1.2 The kilometre stones shall uniformly be of one size as shown in the enclosed diagram.

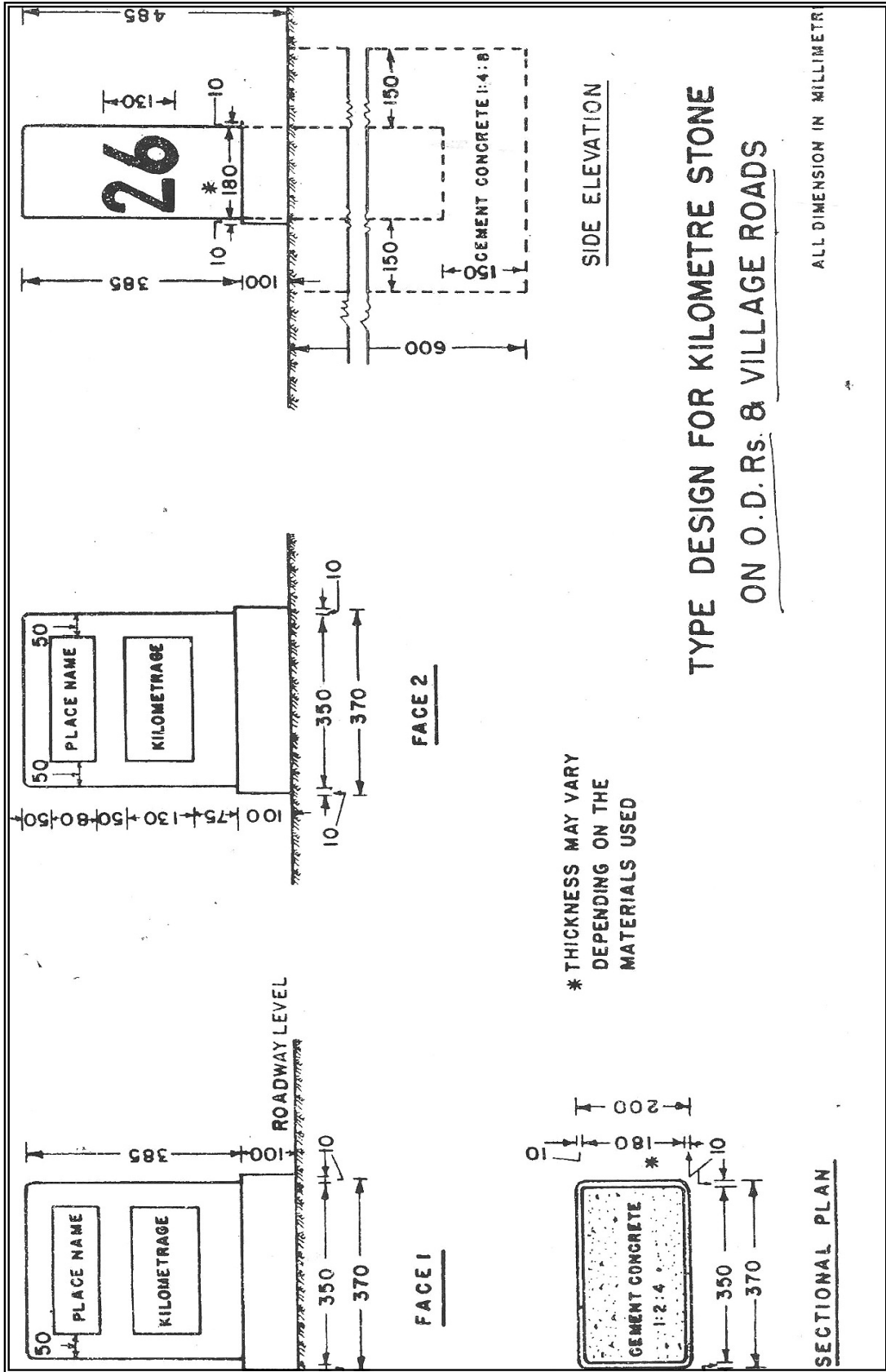
Material -

- 1.3 Kilometre stones may be made of suitable material, available locally, such as hard stone, cement concrete etc.
- 1.4 On each kilometre stone, its number shall be inscribed on the side of the stone facing the carriageway as shown in the enclosed diagram.

1.5 Size, Shape and Spacing of Letters/Numerals -

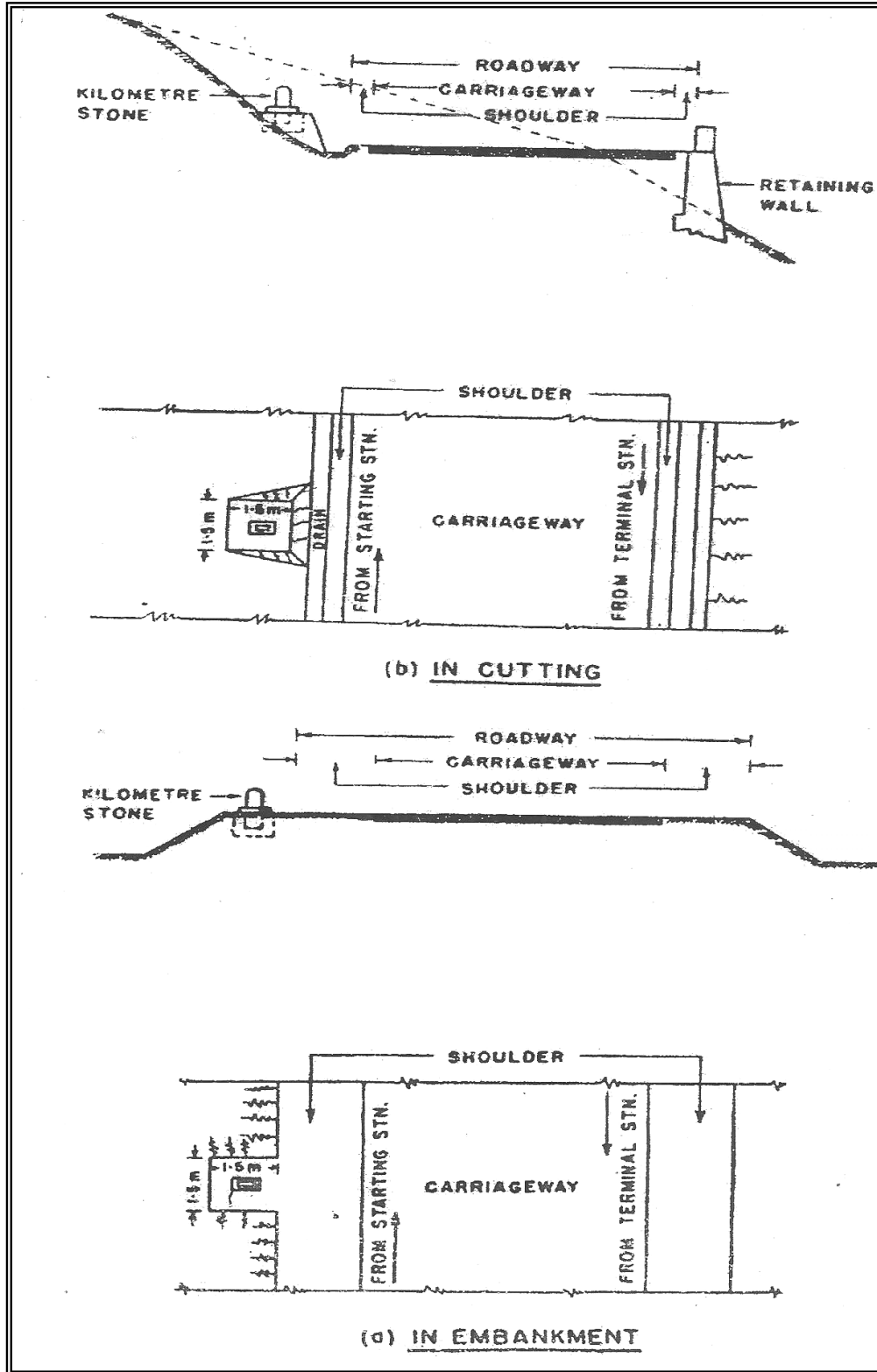
1.5.1 Letters and numerals on kilometre stones shall be of the following size:

<i>Height of letters for Place Name</i>	-	<i>80 mm</i>
<i>Height of numerals for Kilometre stone</i>	-	<i>130 mm</i>
<i>Height of numerals for Route Number</i>	-	<i>100 mm</i>



**TYPE DESIGN FOR KILOMETRE STONE
ON O. D. R. S. & VILLAGE ROADS**

ALL DIMENSION IN MILLIMETR



ANNEXURE – C2
(as referred to in clause 5.1 of NIT)

TYPE DESIGN FOR 200-METRE STONES (HECTOMETER STONE)

2.1 – Introduction – 0.2 km./200 metre stones (hectometer stones)

Type design for ‘200-metre’ Stones shall be as per IRC:26-1967.

2.2- Material –

200-Metre Stones shall be of locally available well-dressed hard stone or reinforced cement concrete.

2.3- Location and fixing –

200-Metre Stones are to be located on the same side of the road as the one having the Kilometre Stones. The stones may be fixed in position with rammed spalls in moorum, lime and surkhi or lean cement concrete all round. They should be planted securely just beyond the edge of the formation with their side bearing the inscription facing and parallel to the centre line of the road.

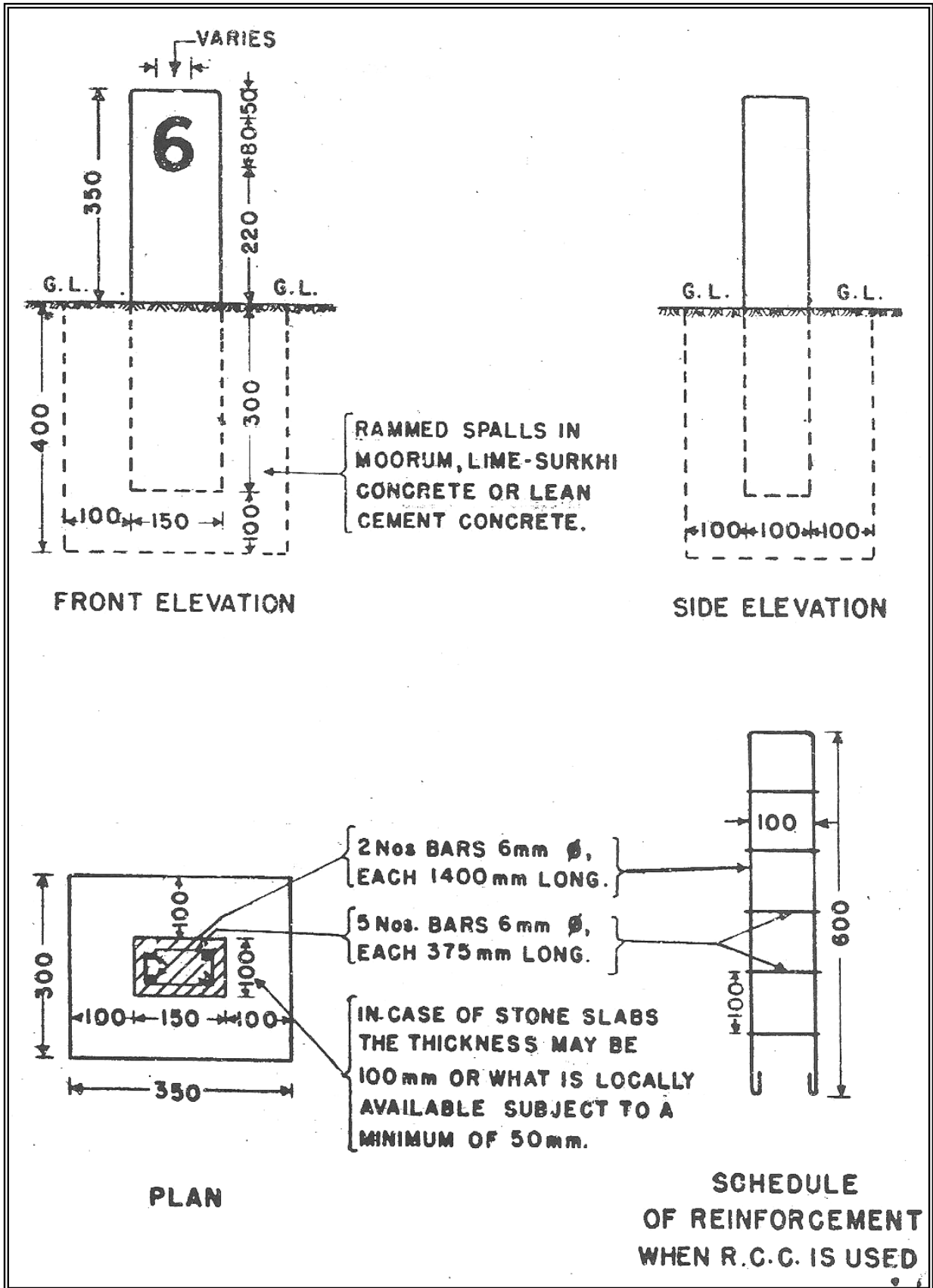
2.4- Inscription –

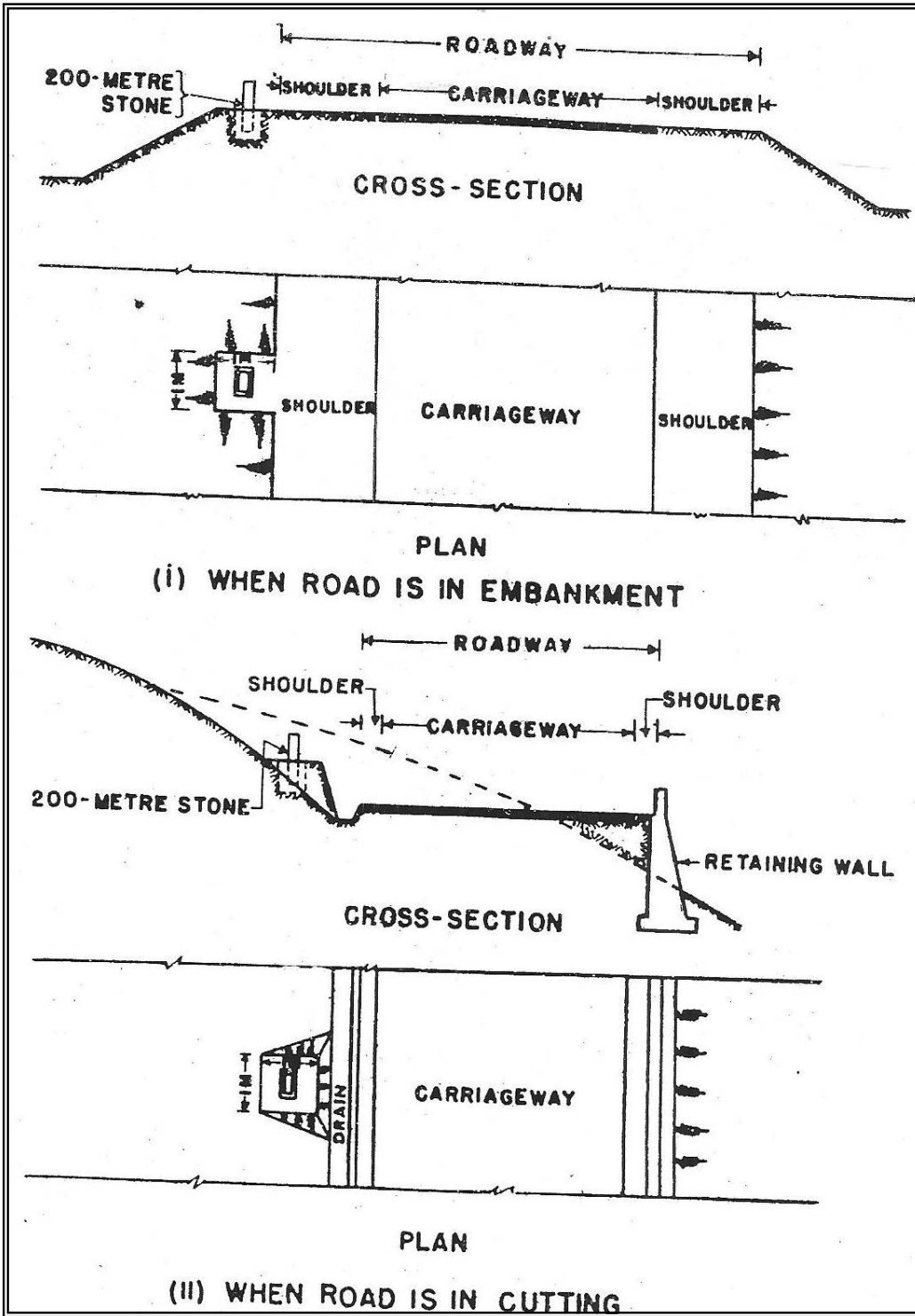
The inscription carried by the stones shall be the numerals 2, 4, 6 and 8 marked in an ascending order in the direction of increasing kilometerage away from the starting station. The numerals shall be 80 mm high and shall conform to the type as shown in the enclosed diagram. These may be either painted or, preferably, engraved. The colour of the numerals shall be black on a white background on all categories of roads.

Type design for 200-Metre Stones

ALL DIMENSIONS IN MILLIMETRES

IRC : 26-1967





ANNEXURE – C3

(as referred to in clause 5.1 of NIT)

TYPE DESIGN FOR BOUNDARY STONES AND GUARD STONES

3.1 Material -

Guard stones shall be of locally available well-dressed hard stone and boundary stone of reinforced cement concrete as per IRC:25-1967.

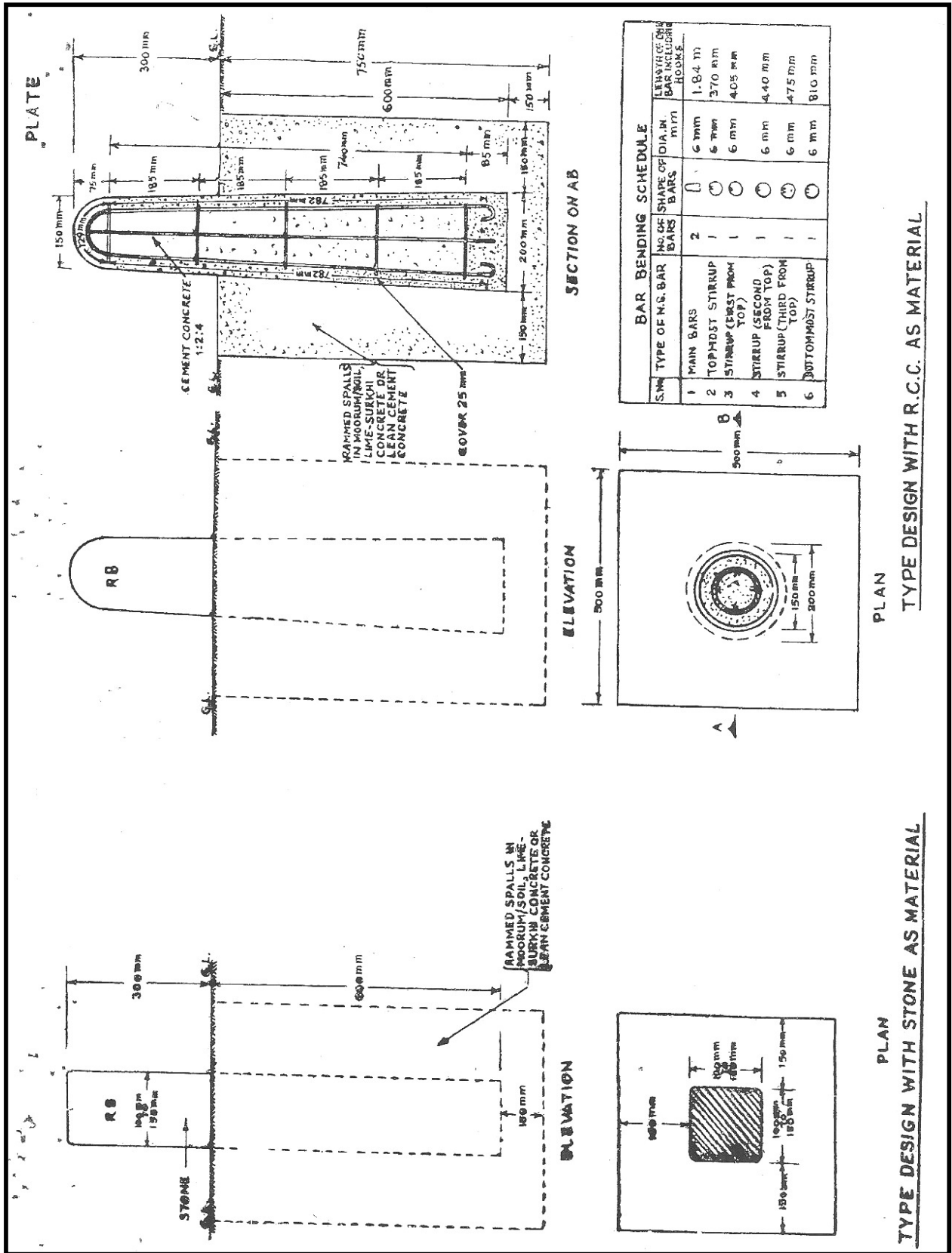
3.2 Specifications

3.2.1 Mode of Fixing

Boundary stones shall project 300 mm above ground with the lower 600 mm going into the foundation. Where the natural soil at the base is good, the stones may be fixed in position by ramming spalls and moorum or soil all round. But these have to be encased in at least 150 mm of lime surkhi concrete, or lean cement concrete in the following cases:

- (1) Where wet cultivation abuts the road-land and boundary stones are apt to be displaced during agricultural operations;
- (2) Where the road runs in built-up areas;
- (3) Where the boundary stones are intended to serve as permanent landmarks;
and
- (4) Where boundary stones are used as guard stones on high embankment or road is in lake side/river side.

TYPE DESIGN FOR BOUNDARY & GUARD STONES



ANNEXURE – C4
(as referred to in clause 5.1 of NIT)
CODE OF PRACTICE FOR ROAD SIGNS

Specifications for Road Signs :- Code of Practice for Road Signs shall be followed as laid down in IRC : 67-2010.

Roads signs :-Road signs shall be classified as under :-

1- Mandatory / Regulatory signs-

- (i) 'Stop' and 'Give Way' signs
- (ii) 'Prohibitory' signs.
- (iii) 'No Parking' and 'No Stopping' signs.
- (iv) 'Speed Limit' and 'Vehicle Control' signs.
- (v) 'Restriction Ends' sign, and
- (vi) 'Compulsory Direction Control' and other signs.

2- Cautionary/ Warning Signs

- (i) Hairpin Bend
- (ii) Narrow Bridge and other signs

3- Informatory Signs :-

- (i) Direction and Place Identification Signs.
- (ii) Facility Information Signs
- (iii) Other Useful Information Signs
- (iv) Parking Signs, and
- (v) Flood Gauge.

ANNEXURE –D
(as referred to in clause 6.1 of NIT)
List of Essential Equipment for Quality Control

S.No.	Description	Quantity	S.No.	Description	Quantity
1	Digging tools like pick axe, shovel, etc.	One set	20	Post Hole Auger with extensions	One set
2	IS Sieves Nos. with lid and pan (90 mm, 80 mm, 63 mm, 53 mm, 45 mm, 37.5 mm, 26.5 mm, 19 mm, 13.2 mm, 11.2 mm, 9.5 mm, 4.75 mm, 2.8 mm, 5.6 mm, 3.35 mm, 2.36 mm, 600 Micron, 425 Micron, 300 Micron, 150 Micron, 180 Micron, 90 Micron and 75 Micron)	One set	21	Measuring tape, spatula, glassware, porcelain dish, pestle mortar	One set
3	Sand Pouring Cylinder with tray complete for field density test	One set	22	Standard Proctor Density Test Apparatus with rammer	One set
4	Speedy moisture meter complete with chemicals	One set	23	Electronic/digital balance 1 kg with the least count of 0.01 gm	One No.
5	Straight Edges 3.00 metre width	Two No.	24	Camber Board	Two No.
6	Liquid Limit and plastic limit testing apparatus complete with water bottle and glass wares	One set	25	Core Cutter (10 cm dia) 10cm/15cm height complete with dolly and hummer.	One Set
7	Electronic/digital balance 5 kg	One No.	26	CBR Testing machine	One No.
8	Pan balance with weight box, 5 kg.	One No.	27	Oven (ambient to 200°C)	One No.
9	Slump cone	Two No.	28	Digital Thermometers	Three No.
10	Concrete cube moulds (150 mm X 150mm)	Twelve No.	29	Aggregate Soundness test apparatus	One No.
11	Free swelling index test apparatus	Six No.	30	Concrete cube testing machine	One No.
12	Flakiness and elongation testing gauges	Two No.	31	First aid box	One set
13	Water absorption test apparatus	One No.	32	Sampling Pipette	One No.

S.No.	Description	Quantity	S.No.	Description	Quantity
14	Specific gravity test apparatus	One No.	33	Balance	One No.
15	B.S. compaction apparatus	One No.	34	Dial Gauges	Six No.
16	Proving rings	One each	35	Thickness gauge	One set
17	Glass ware	One set	36	Water still (4 ft.)	One No.
18	Auto level and staff	Three No.	37	A.I.V. testing equipment	One No.
19	Rapid moisture meter	One No.			

The above list of essential equipment for quality control is for guidance and is not complete. Other apparatus and equipment as desired/required by the Engineer-in-Charge shall be procured by the Contractor.

ANNEXURE - E

(as referred to in clause 6.3 of NIT)

Quality Control Tests and Frequency thereof for Cross Drainage Works

S.No.	Name of Material	I.S. Code	Frequency of test
1 -	Ordinary Portland Cement / PPC etc. Physical and chemical tests	I.S. 269 I.S. 455 I.S. 1489 I.S. 8112 I.S. 12269	Once for each source of supply and occasionally when called for in case of long/improper storage. Besides, the contractor also shall submit daily test data on cement released by the manufacturer
2 -	<u>Coarse and Fine aggregates :-</u>		
	(a) Gradation	I.S. 2386 (Part 1)	One test for each day's work.
	(b) Deleterious constituents	I.S. 2386 (Part 2)	One test for each day's work.
	(c) Water absorption/content	I.S. 2386 (Part 3)	Regularly as required subject to a minimum of one test a day for coarse aggregate and two tests a day for fine aggregate. This data shall be used for correcting the water demand of the mix on daily basis.
3 -	<u>Coarse Aggregate :-</u>		
	(a) Aggregate Impact Test	I.S. 2386 (Part 4)	One test per source
	(b) Soundness	I.S. 2386 (Part 5)	One test per source
	(c) Alkali aggregate reactivity	I.S. 2386 (Part 7)	One test per source
4 -	<u>Water :-</u>		
	(a) Chemical Test	I.S. 456	Once for approval of source of supply, subsequently only in case of doubt.
5 -	<u>Mandatory Test for Workmanship :-</u>		
	(a) Strength of concrete	I.S. 516	Minimum 6 cubes and 6 beams per day's work (3 each for 7 day and 28 day strength)
	(b) Workability of fresh concrete- Slump Test	I.S. 1199	One test per 3 cum of concrete at paving site or one test for each dumper laid at plant site.

Source - Ministry of Rural Development - Specifications for Rural Roads, published by the Indian Road Congress in August 2004.

ANNEXURE - F

(as referred to in clause 6.3 of NIT)

MANDATORY TYPE OF TESTS AND FREQUENCY THEREOF

S.No.	Type of Tests	Frequency of Tests
1-	Earth Work: Embankment/Subgrade/Earthen Shoulder	
	(a) Lab Test :-	
	(i) Free Swelling Index	Each soil type to be tested, one test per 4000 cum of soil
	(ii) MDD/OMC	Each soil type to be tested, one test per 4000 cum of soil
	(iii) Plasticity Test (Atterberg Limit)	Each soil type to be tested, one test per 4000 cum of soil
	(iv) CBR for Subgrade	One CBR test for every 5000 cum atleast or closer as and when required
	(b) Field Test :-	
	(i) Moisture Content	1 in 250 cum for each layer, subject to a maximum of 4 tests per day
	(ii) Degree of Compaction	One set of the test per 2000 sqm area comprising 5 to 6 measurements
2-	Gravel : Base/Surface Course/Hard shoulder	
	(a) Gradation (IS:2720 part 4)	2 tests per 500 cum subject to a minimum of 2 test per day
	(ii) Atterberg's Limit (IS:2720 part 5)	2 tests per 500 cum subject to a minimum of 2 test per day
	(iii) Placement moisture content (IS:2720 part 2)	2 tests per 500 cum subject to a minimum of 2 test per day
	(iv) Degree of compaction (IS:2720 part 28)	One set of the test per 2000 sqm area comprising 5 to 6 measurements
	(v) CBR (IS:2720 part 16)	1 in 1000 cum
	(vi) Aggregate Impact Value (IS:2386 part 4)	1 in 250 cum or source
	(vii) Water Absorption (IS:2386 part 3)	1 test per source
	(viii) Flakiness Index (IS:2386 part 1)	1 in 250 cum or per day

Source : Quality assurance hand book for rural roads volume 1 issued by NRRDA.

ANNEXURE - G

(as referred to in clause 8.3 of NIT)

CONTRACTORS LABOUR REGULATIONS

The contractor shall pay not less than fair wages to labourers engaged by him in the work.

Explanation:

- (a) "Fair wages" means wages whether for time or piece work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the Public Works Department for the division in which the work is done.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractor in connection with the said work as if labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of his contract the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Executive Engineer shall have the right to deduct from the money due to the contractor any sum required estimated to be required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from their wages which are not justified by their terms of the contract or non-observance of regulation.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractor.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid license under the Contractor Labour Regulation and Abolition Act, 1970 in force and rules made there-under by the competent authority from time to time before commencement of work and continue to have valid licenses until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the contractor.

ANNEXURE - H

(as referred to in clause 11 of NIT)

Technical Personnel

The contractor shall employ the following technical staff during the execution of work.

Position	Minimum Qualification	Number		Experience (In Years)		
		For work costing upto 100 lacs.	For work costing above 100.00 lacs.	Total Experience	In Similar Works	In Similar Position
Project Engineer	BE (Civil)	01	01	5	03	01
Material Engineer	BE	-	01	05	03	01
Laboratory Technician	Diploma (Laboratory Technician Or equivalent)	01	02	03	02	01
Field Engineer	Diploma (Civil Engineer)	One per cluster	Two per cluster	03	02	01

- 1- The contractor shall have to indicate the names of the key personnel at the time of submission of tender. Replacement of key personnels shall ordinarily be not permitted. However, the Engineer-in-charge may approve as a special case any proposed replacement of these personnel only if their qualifications, abilities and relevant experience are in conformity with the requirements indicated above.
- 2- If the Engineer-in-charge asks the contractor to remove a person who is a member of the contractor's staff or his workforce stating the reasons, the contractor shall ensure that the concerned person leaves the site within seven days and has no connection with the present work under the contract.
- 3- In case the contractor fails to employ the requisite technical staff as aforesaid, he shall be liable to pay to the department a sum of Rs. 20,000 (Twenty Thousand only) for each month of default in case of any person not deployed on the work.
- 4- Continuous absence of key personnel of the contractor for more than three months on the contract work will entail to rescind the contract.
- 5- The contractor shall employ Technical Staff during the execution of work. The Technical staff should be available at site whenever required by the Engineer-in-Charge to take instructions.

- 6- The contractor should give the names and details of the Graduate Engineer/Diploma Holder Engineer whom he intends to employ or who is under his employment on the work at the time of commencement of the work. The Contractor should give a certificate that the Engineer/Diploma Holder Engineer is exclusively in his employment.
- 7- It is not necessary for the contractor's partner in the case of firm/company who is himself an Engineer/Sub-Engineer to employ another Engineer/Sub-Engineer for the supervision of work.
- 8- The retired Assistant Engineer who is holding a Diploma may be treated at par with the Graduate Engineer for the aforesaid operation. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay the penalty.

ANNEXURE - I

(as referred to in clause 1.1 of NIT)

Statement P-1 showing the Name of Roads, its Length and Number of Cross Drainage Works included in the Package
under Gram Sampark Sadak Yojna

S. No.	District	Block	Cluster No.	Name of Road		Length of Road (KM)	Thickness of Pavement in (mm)		Cost of Gravel work (Rs. in lakh)	Cost of road furniture, signage and 300mm dia NP-2 HP etc.	Total cost of road (10+11) (Rs. in Lakh)	Cross Drainage Works		Total Cost (12+14) (Rs. in Lakh)	Average Cost per k.m. (15÷7) (Rs. in Lakh)	Number of Villages Getting Connected
				From	To		Base Course	Surface Course				No.	Cost (Rs. in Lakh)			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
			Total													

ANNEXURE - I

(as referred to in clause 1.1 of NIT)

Statement P-2 showing Details of Cross Drainage Works on each road included in the Package
under Gram Sampark Sadak Yojna

S.No.	District	Block	Cluster No.	Name of Road		Length of Road (in KM)	Details of Cross drainage works										Total	
				From	To		1 Row HPC		2 Row HPC		VCW		Slab Culvert		Box Culvert		No.	Cost (Rs. in Lakh)
							No.	Cost (Rs. in Lakh)	No.	Cost (Rs. in Lakh)	No.	Cost (Rs. in Lakh)	No.	Cost (Rs. in Lakh)	No.	Cost (Rs. in Lakh)		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
			Total															

Note :- Hume Pipe Culvert (HPC) – Vented Cause Way (VCW)

ANNEXURE - I

(as referred to in clause 1.1 of NIT)

Statement P-4 showing Number of Roads, Length of Roads and Number of Cross Drainage Works included in the Package
under Gram Sampark Sadak Yojna

S.No.	District	Block	No. of Cluster	Package No	No. of Roads	Length of Roads (km)	Cost of Road work (Rs. in Lakh)	Cross Drainage Works		Total Cost (8+10) (Rs. in Lakh)	Average Cost of Road (11÷7) (Rs. in Lakh)	No. of Villages Getting Connected
								No.	Cost (Rs. in Lakh)			
1	2	3	4	5	6	7	8	9	10	11	12	13
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
			Total									

FINANCIAL TENDER AND CONDITIONS OF CONTRACT FOR WORK

General Rules and Directions for the Guidance of Contractor

And

Financial Tender for Work

Rule 1- Detailed Notice Inviting Tenders (N.I.T) signed by the authority inviting the tenders shall be pasted in public places.

N.I.T. will state the work to be carried out as well as the date for submitting tenders and opening of technical qualifications and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the percentage of security deposit, if any, to be deducted from bills. Copies of the specifications, designs and drawings and schedule of items and rates of the various description of work, and any other documents required in connection with the work signed for the purpose of identification by the authority competent to approve the tender, shall also be open for inspection by the contractor at the office of the authority selling the tender forms during office hours.

Further that the schedule of items along with the rates payable shall be attached to the tender document and in the event of variation in rates given in such schedule of items, the rates given in the Schedule Of Rates (SOR) issued by the Chief Engineer Rural Engineering Service in force from 12.04.2010 and amended upto the date of issue of notice inviting tenders shall prevail.

Rule 2- In the event of the tender being submitted by a firm, it must be signed separately by each member thereof. In the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act

Rule 3- Any person, who submits a tender, shall fill up above/below or at par the S.O.R. specified in Rule 1, at which he is willing to undertake the work. Only one rate of percentage above or below the S.O.R. on all the scheduled items shall be filled in. Tenders which propose any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No tender shall include more than one work, but contractors, who wish to tender for two or more works shall submit a separate tender for each work. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

Rule 4- The authority receiving the tenders or his duly authorized representative, will open tenders in the presence of intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. The tenderers who are disqualified in Technical Qualification, their Earnest Money Deposit (EMD) shall be given back immediately and the tenderers who are Technically Qualified, their Earnest Money Deposit (EMD) shall be returned on rejection of tender by the competent authority.

Rule 5- The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders without assigning any reason.

Rule 6- The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the authority selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorized by him.

Financial Tender for Work

Rule- 7- I/We hereby tender for the execution, for the Governor of Madhya Pradesh of the work specified in the under written memorandum within the time specified in such memorandum at (in figures).....
(in words).....percent above/below or at par the rates entered in the schedule mentioned in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 thereof and in clause 12 of the annexed conditions, and with such material as are provided for, by, and in all other respects in accordance with such conditions as far as applicable.

Memorandum

- (a) Name of work :- Construction / Upgradation of Rural Roads and Cross Drainage Works in package number..... under Gram Sampark Sadak Yojna (GSSY) in District
- (b) Cost of work put to tender (Probable Amount of Contract).....
- (c) Earnest Money Deposit : Rs.
- (d) Security Deposit: 10 percent (including earnest money deposit)
- (e) Percentage to be deducted from the bills : 10 percent
- (f) Time allowed for the work : months including rainy season.

Rule 8 - Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed hereto as far as applicable, or in default, thereof to forfeit and pay to the Governor of Madhya

Pradesh or his successors in office the sums of money mentioned in the said condition. A separate sealed cover duly superscribed containing the sum of Rs.....as earnest money deposit the full value of which is to be absolutely forfeited to the said Governor or his successors in office without prejudice to any other rights or remedies of the said Governor or his successors in office, should I/We fail to commence the works specified in the above memorandum or should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions of the contract, otherwise the said sum of Rs..... shall be retained by Governor on account of such security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to

Signature of the contractor

Contractor's signature

before submission of tender.

Dated the.....day of

Dated theday of

.....20.....

Address and Occupation of witness.....

.....

.....

Rule 9- The above tender @ percent above/ below or at par the SOR is hereby accepted by me on behalf of the Governor of Madhya Pradesh.

Dated the.....day of20.....

**Signature and Designation of
Officer accepting the tender**

DEFINITION OF TERMS USED IN CONTRACT

1. **“Contract”** means Notice Inviting Tenders (NIT) and other documents submitted by the tenderer and the acceptance thereof including the contract agreement executed between the Executive Engineer on behalf of the Governor of Madhya Pradesh and the Contractor.
2. **“Probable Amount of Contract” (PAC)** means the cost of work at the Schedule of Rates on which tenders invited.
3. **“Contract Price”** means the cost of work on which the contractor agreed to complete the work. The contract price is the total of the amount of tendered percentage and probable amount of contract.
4. **“Contractor”** shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal / personal representatives of such individual of the persons composing such firm or company, or the successors of such individual or firm or company and the permitted assignees of such individual or firm or company.
5. In the Contract the following expressions shall unless otherwise required by the context have the meanings, hereby respectively assigned to them :-
 - (a) The expression **“works”** or **“work”** shall, unless thereby mean something, either in the subject or context, repugnant to such construction, be construed and taken to mean the works or by virtue of the contract construed to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (b) **“Site”** mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract. Presently, the site means the old rural cart tracks which were used by the villagers to travel traditionally.

6. **“Governor”** means the Governor of Madhya Pradesh and his successors in office.
7. **“Government”** means the Government of Madhya Pradesh.
8. **"Department"** means Rural Engineering Service under the control of Panchayat and Rural Development Department of Madhya Pradesh Government.
9. **“Chief Engineer”** means the Chief Engineer Rural Engineering Service, Panchayat and Rural Development Department of Madhya Pradesh Government.
10. **“Superintending Engineer”** means of the Superintending Engineer of the circle in Rural Engineering Service Panchayat and Rural Development Department of Madhya Pradesh Government.
11. **"Executive Engineer"** means the Executive Engineer of Rural Engineering Service Division who is authorized to sign the contract on behalf of the Governor of Madhya Pradesh and to exercise all the powers including making payments raised by the Project Manager of the Project Management Unit (PMU), Gram Sampark Sadak Yojna (GSSY) in the District.
12. **“Project Manager”** means the Project Manager in-charge of the Project Management Unit in the district who is authorized to exercise the powers vested in the Executive Engineer, Rural Engineering Service except for signing the contract agreement and making payments.
13. **"Engineer-in-Charge"** means the Executive Engineer, Rural Engineering Service (RES) and/or the Project Manager of the Project Management Unit (PMU) in the District authorized by the Government of Madhya Pradesh, Panchayat and Rural Development Department, for the execution of Rural Roads under Gram Sampark Sadak Yojna in their respective jurisdiction.
14. **“Engineer”** means the Engineer of the Quality Control and Supervision Consultants appointed by the Rural Engineering Service for preparation of detailed project reports and supervision and quality control of the rural roads and cross drainage works under Gram Sampark Sadak Yojna. He will exercise all the technical powers of the Engineer-in-Charge with regard to supervision and quality control including taking and recording measurements and preparation of the bills for payment of the works

executed under Gram Sampark Sadak Yojna. The **“Engineer”** shall work under the control of the Executive Engineer, Rural Engineering Service (RES) and/or the Project Manager in the district.

15. **“Package”** means a group of roads and cluster. In Gram Sampark Sadak Yojna unit for construction of the roads is the package.
16. **“Technical Specifications”** mean the technical specifications for rural roads issued by Ministry of Rural Development and published by Indian Roads Congress.

Note- "Words" importing the singular number include plural number and vice-versa.

Conditions of Contract

Security Deposit

Clause 1. - The person whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context, include his heirs, executors, administrators, representatives and assigns) shall permit Government at the time of making any payment to him for the value of work done under the contract to deduct the security deposit as under :-

The security deposit to be taken for the due performance of the contract under the terms and conditions printed on the tender form will be the earnest money plus deduction of 10 percent from the payment made in the running bills, till together amount to 10 percent of the cost of work put to tender or 10 percent of the cost of the works executed when the same exceeds the cost of work put to tender.

Compensation for Delay

Clause 2. - The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor.

For works, for which the completion period is beyond six months.- The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete $1/8^{\text{th}}$ of the whole work before $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $3/8^{\text{th}}$ of the work before $1/2$ of such time has elapsed and $3/4^{\text{th}}$ of the work before $3/4^{\text{th}}$ of such time has elapsed. In the event of failing to comply with the above conditions, the Executive Engineer shall levy on the contractor, as compensation an amount equal to -

- (1) $1/2$ percent of the value of work per week in respect of work costing up to Rs. 2,00,000/-.

- (2) 3/8 percent of the value of work per week in respect of work costing above Rs. 2,00,000/- and up to 5,00,000/-.
- (3) 1/4 percent of the value of work of work per week in respect of work costing above Rs. 5,00,000/- and up to Rs. 10,00,000/-.
- (4) 1/8 percent of the value of work per week in respect of work costing above Rs. 10,00,000/- and up to Rs. 25,00,000/-.
- (5) 1/16 percent of the value of work per week in respect of work costing Rs. 25,00,000/- and above.

The total amount of compensation under the provision of the clause shall be limited to 6 percent of the value of work.

The decision of the Superintending Engineer shall be final.

The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any.

Action when the Work is Left Incomplete, Abandoned or Delayed beyond the Permitted Limit Allowed by the Engineer-in-Charge

Clause 3.- In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or committed a breach of any of the rules contained in clause-24 or in the case of abandonment of the work, except due to permanent disability or death of the contractor, or any other cause, the Engineer-in-Charge on behalf of the Governor of M.P. shall give a notice before 15 days for work costing up to Rs. 10.00 lacs, before 30 days for work costing above Rs. 10 lacs, and in the event of the contractor failing to comply with the

directions contained in the said notice, shall have power to adopt any of the following courses, as he may deem best in the interests of the Government.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.
- (b) To employ labour paid by the Rural Engineering Service and to supply material to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and price certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract or the cost of the labour and the price of the material as certified by the Engineer-in-Charge whichever is less. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

The debit amount in excess of credit which shall be certified in writing by the Engineer-in-Charge shall be final and conclusive and shall be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (the amount of excess certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advance on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract is rescinded under the aforesaid provisions, the contractor shall not be entitled to recover or be paid any sum for any work therefor or actually performed under this contract, unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Whenever action is taken under clause 3(a) the contractor's bill shall be finalized within three months from the date of rescission.

Power to Take Possession of or Require Removal of Material, Tools and Plants or Sale of Contractor's Plants etc.

Clause 4.- In any case in which any of the powers conferred upon the Engineer-in-Charge by clause-3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the power (a), (b) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, material, and store in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rate, to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plant, material, or store from the premises

(within the time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of Time

Clause 5. - If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-Charge within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Engineer-in-Charge with whom he has signed the agreement shall if in his opinion, (which shall be final) reasonable grounds are shown therefor may authorize such extension for a period not exceeding 3 months. Any further extension shall be subject to previous sanction of the Superintending Engineer (grounds to be shown therefor), provided always where the Engineer-in-Charge has recommended the grant of the extension/permitted the contractor to carry out the work reserving the right of the department to impose the liquidated damages (as provided for under the agreement) the running bills shall continue to be paid to him.

Provided further, if any extension applied for is proposed to be refused, the competent authority shall give the contractor an opportunity to be heard before taking final decision. On account of extension of time no escalation shall be payable to the contractor.

Final Certificate

Clause 6.- On completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the works shall be executed, all scaffolding, surplus material and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor

until the work shall have been measured by Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may, at the expense of the contractor remove such scaffolding, surplus material and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus material as aforesaid, except for any sum actually realized by the sale thereof.

Payments on Intermediate Certificate to be Regarded as Advance

Clause 7.- The intermediate payments during the course of execution of work if considered desirable in the interest of work, the contractor may be paid at the discretion of the Engineer In-Charge. But in the case of work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or erected, or be considered as an admission of the due performance of the contract, or any such part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-Charge's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding on all the parties.

Bills to be Submitted Monthly

Clause 8.- A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous month, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the contractor, whose countersignature to the measurements will be sufficient warrant; and the Engineer-in-Charge may prepare a bill from such measurements which shall be binding on the contractor in all respects.

Bills to be on Printed Form

Clause 9.- The contractor shall submit all bills on printed form to be obtained on application at the office of the Engineer-in-Charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done after deducting the cost of material, if any, supplied departmentally at the rates specified in the agreement.

Receipts to be Signed by Partners or Persons having Authority to do so

Clause 10.- Receipts for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipt must be signed in the name of the firm by any one of the partners, or by some other person having authority to give effectual receipt for the firm.

Advances to Contractor

Clause 11- Advances :-

11.1 The Engineer-in-Charge may grant mobilization advance to the contractor against an unconditional bank guarantee of a Scheduled Commercial Bank in the format given in Annexure - J and acceptable to the Engineer-in-Charge for the amount equal to the advance:

Mobilization advance - Upto 5 percent of the contract price excluding the contract price, if any, for routine maintenance.

The aforesaid bank guarantee shall remain effective until the amount of advance has been fully repaid, but the amount of the guarantee may be progressively reduced by the amount repaid by the contractor. Interest will not be charged on the amount of advance.

11.2 The advance shall be recovered in 9 installments from the running payments and entire amount of advance shall be recovered one month before the stipulated date of completion whichever is earlier.

Work to be Executed in Accordance With Specifications, Drawings, Orders etc.

Clause 12.- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Executive Engineer and lodged in his office and to which the contractor shall be entitled to have access in such office or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Additions, Alterations in Specifications and Designs

Clause 13.- The Engineer-in-Charge shall have power to make any alteration in, omissions, or additions to, or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work, provided the total value of such increased or altered or substituted work does not exceed 25% of the amount of contract put to tender, inclusive of contractor's percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

Extension of Time in Consequence of Alterations

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contractor's work and certificate of the Engineer-in-Charge shall be conclusive as to such proportion.

Rates for Works Not in Schedule Of Rates of Rural Engineering Service.

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such classes of work shall be carried out at the rates entered in the applicable Schedule Of Rates which was in force on the date of tender provided that when the tender for the original work is a percentage below/above the Schedule Of Rates, the altered, additional or substituted work required as aforesaid shall be chargeable at the said Schedule Of Rates minus/plus the same percentage deduction, addition and if such class of work is not entered in the SOR and arrange to carry it out in such manner as may be considered advisable and if the contractor shall commence work or incur any expenditures in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case, he shall only be entitled to be paid

in respect of the work carried out and expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute the decision of the Superintending Engineer shall be final.

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the SOR required to be carried out then the Engineer-in-Charge shall identify such item/items including approximate quantity of such item/items and ask the contractor to submit his rates in writing supported by the requisite data within a period of seven days. The Engineer-in-Charge shall obtain approval /modifications of the proposed rate from the competent authority and communicate the same within a period of four weeks to the contractor. In case the contractor agrees to the above rates as fixed by the competent authority then they shall be form part of supplementary schedule of the contract agreement. If the contractor does not agree to the rates of the competent authority then it shall be open for the Engineer-in-Charge to get the work executed through any other agency. The contractor will not, however, be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work if executed by alternative agency.

If the contractor commences non-scheduled work or incur expenditure in regard thereto before the rates have been determined by the competent authority, then he shall be entitled for payment for the work done as may be finally decided by the competent authority. In the event of dispute, the decision of the Superintending Engineer, Rural Engineering Service shall be final.

No claim to Any Payment or Compensation for Alteration in or Restriction of Work

Clause 14.- If at any time after the execution of the contract documents, the Engineer-in-Charge shall, for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally or partially, as the case may be.

In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of material purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, material have already been purchased or agreed to be purchased by the contractor, he shall be paid for such material at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any, that he may be put to, in respect of material agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges as the Engineer-in-charge, whose decision shall be final, may consider reasonable. Provided that the contractor shall not be entitled to any compensation on account of labour charges, if, in the opinion of the Engineer-in-charge, the labour could have been employed by the contractor else where for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than six months, then this suspension of the work will be considered as permanent stoppage of the work, and the contractor can determine the contract, if he so desires.

Time Limit for Unforeseen Claims

Clause 15.- Under no circumstances whatever shall be, the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge, within one month of the cause of such claim occurring.

Action and Compensation Payable in Case of Bad Work

Clause 16.- If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-Charge or his sub-ordinate in charge of the work and to the Quality Control and Supervision Consultants that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality, or that any material or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge, to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, material or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the material or articles so specified and provide other proper and suitable material or articles at his own proper charge and cost ; and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge, in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent of the amount of contract put to tender every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-Charge, may rectify or remove and, re-execute the work or remove and replace the material or articles complained of, as the case may be, at the risk and expense in all respects of the contractor. Should the Engineer-in-Charge, consider that any such inferior work or material as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates, as he may fix therefor.

Work to be Open for Inspection-Contractor or Responsible Agent to be Present

Clause 17.- All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his sub-ordinate to visit the work shall have been given to the contractor, either

himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Notice to be Given Before Work is Covered up

Clause 18.- The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his sub-ordinate in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default thereof, no payment or allowance shall be made for such work or the material with which the same was executed.

Contractor Liable for Damage Done and for Imperfections for Twenty Four Months After Certificate.

Clause 19.- If the contractor or his work people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, bridges and culverts, fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage happen to the work, while in progress, from any cause whatever, or any imperfections become apparent in it within twenty four months, after a certificate final or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make good the same at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workmen, and deduct the expense of which certificate of the Engineer-in-Charge shall be final from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

Security deposit to the extent of 50% shall be refunded to the contractor after payment of the final bill and the balance 50% after rectification of defects, if any, noticed during the Defect Liability Period and issue of “No Defect Liability Certificate” in the form appended at the end by the Engineer-in-Charge within period of 2 years and 45 days from the actual date of the completion of work.

Contractor to Supply Plant, Ladders, Scaffolding etc.

Clause 20.- The contractor shall supply at his own cost material (except such special material, if any, as may in accordance with the contract be supplied from the Engineer-in-charge’s stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or material. Failing his doing so, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non provision of lights, fencing etc. The contractor shall also provide at on his own cost except when the contract specifically provides other wise and except for payments due under this clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to

any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Compensation under Section 12 Sub-section (1) of the Workman's
compensation Act, 1923**

Clause 21.- In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workman's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor in execution of the work, Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under section (1) sub-section (2) of the said Act, Government shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government may not be bound to contest any claim made against them under section-12, sub section (1) of the said Act except on the written request of the contractor and upon his giving to Government full security for all cases for which Government might become liable in consequence contesting such claim.

Labour

Clause 22.- The contractor should get himself registered under-Contract-Labour Regulations and Abolition Act, 1970 including its amendments after getting a certificate from the principal employer, who will be the Engineer-in-Charge.

Clause 23.- No labour below the age of 14 years shall be employed on the work.

Fair Wage

Clause 24.-

The contractor shall pay not less than fair wage to labour engaged by him on the work.

“Fair wage”, means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Works Department for the division in which the work is done.

Subletting

Clause 25.- Subletting of the components of the work under this contract aggregating upto 25% of the contract price may be permitted with the approval of the Superintending Engineer.

- 25.1 The contractor, who desires to sublet any component of the work during execution of work, shall request in writing duly supported by the information and documents as laid down in annexure-B regarding subletting to the Engineer-in-charge during the currency of the contract.
- 25.2 The Engineer-in-charge should satisfy himself before recommending for subletting to the Superintending Engineer whether
- (a) the circumstances warrant such subletting; and
 - (b) the sub-contractor possesses the required experience, qualifications and equipment necessary to handle the quantum of work proposed for subletting.
- 25.3 The Superintending Engineer shall consider the following aspects before according approval for subletting:
- i) Subletting is in the interest of the work.
 - ii) Subletting is limited upto 25% of the contract price including the amount of subletting already permitted by the tender accepting authority.
 - iii) Sub-contractor is capable to execute the components of the work proposed to be sublet according to the specifications and to complete the same within the stipulated time.
- 25.4 Approval of the Superintending Engineer shall not relieve the contractor from any obligation or liability under the contract and he shall be responsible for all the acts, defaults and neglects of his sub-contractor, his agents or workmen fully as if the same were the acts, defaults and neglects of the contractor.

**Sums payable by way of compensation to be considered as reasonable
compensation without reference to actual loss**

Clause 26.- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Changes in Constitution of Firm

Clause 27.- In the case of a tender by partnership firm any change in the constitution of the firm shall be, forthwith, notified by the contractor to the Engineer-in-Charge for his information.

**Work to be done under the Directions of Engineer-in-charge / Superintending
Engineer/Chief Engineer.**

Clause 28.- All works to be executed under contract shall be executed under the directions and subject to the approval in all respect of the Engineer-in-charge and Superintending Engineer of the circle and Chief Engineer of the Rural Engineering Service for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Settlement of Disputes

29.1- Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

29.2- Dispute Settlement

Except as otherwise provided in this contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the work, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Superintending Engineer in writing for his decision, within a period of 30 days of such occurrence. Thereupon the Superintending Engineer shall give his written instructions and/or decisions within a period of 60 days of such request. This period can be extended by mutual consent of the parties.

Upon receipt of written instructions or decisions, the parties shall promptly proceed without delay to comply such instructions or decisions. If the Superintending Engineer fails to give his instructions or decision in writing within a period of 60 days or mutually agreed time after being requested or if the parties are aggrieved against the decision of the Superintending Engineer the parties may within 30 days prefer an appeal to the Chief Engineer who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The Chief Engineer will give his decision within 90 days.

Lump Sums in Estimate

Clause 30.- When the estimate, on which a tender is made, includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification

Clause 31.- In the case of any class of work for which there is no such specification mentioned in Rule 7 and Clause 12 such work shall be carried out in accordance with the specifications approved by Superintending Engineer/ Chief Engineer for application to works in the district and in the event of there being no such specification then in such case the work shall be carried out in all respects in accordance with the instructions and technical requirements of the Engineer-in-charge.

Contractor's Percentage Whether Applied to Net or Gross amounts of Bill

Clause 32.- The percentage referred to in Rule 7 of the financial tender will be deducted from/added to the gross amount of the bill for work done.

Claim for Quantities Entered in the Tender or Estimate

Clause 33.- Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

Claims for Compensation for Delay in Starting the Work

Clause 34.- No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or, in the case of clearance works, on account of any delay in according sanction to estimates and construction of embankment upto sub-grade/sub-base.

Employment of Scarcity Labour

Clause 35.- If Government declare a state of scarcity or famine to exist in any village situated within sixteen kilometers of the work, the contractor, shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer-in-Charge, or by any person to whom the Engineer-in-Charge, may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer, whose decision shall be final and binding on the contractor.

No Dues of Royalty

Clause 36 - Royalty charge/Quarry fees- The royalty shall be paid by the contractor as per rules. Which will not be refundable to contractor. The contractor shall however be paid his final bill for the work only upon production of the "No Royalty Charges Outstanding certificate" issued from the Collector/Mining Authority of concerned district. However, if so desired, the department will issue certificate of the quantity of material consumed on the work, but will not entertain any claim in this regard.

Where the lease of mineral is sanctioned or given through Rural Engineering Service then royalty payable will be deducted from running bills as per rates fixed by mining department.

Technical Examination

Clause 37 - The Government shall have the right to cause Audit and Technical Examination of the work and the final bill of the contractor including all supporting vouchers, abstracts, etc, to be made as per payments of the final bill and if as a result of such Audit and Technical Examination any sum is 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 the Government to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Government account. If it is found that the contractor was paid lesser than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government 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 the decision of the Superintending Engineer shall be final.

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

Death or Permanent Invalidity of Contractor

Clause 38.- If the contractor is an individual or a 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 3 of the contract agreement.

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

Penalty for Breach of Contract

Clause 39.- On the breach of any term or condition of this contract by the contractor the Engineer-in-Charge shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining, and to realize and retain the same as damages and compensation for the said breach, but without prejudice to the right of the department to recover further sums as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Notice to the Contractor to Start Work

Your contract for the Work
has been accepted by..... on behalf of the Governor of
Madhya Pradesh on the.....day of20.....and you are hereby
ordered to commence the work.

Engineer-in-Charge

The notice to the Contractor to start work from the.....day of
.....20.....was issued vide this office memorandum No.....dated the
.....day of20..... .

Engineer-in-Charge

Completion Certificate

In pursuance of clause 6 of this contract, datedbetween the contractor
M/sand the Governor of Madhya Pradesh, it is hereby
certified that the said contractor has duly completed the execution of the work under taken
by him on the.....day of.....20..... .

Name of work: CONSTRUCTION / UPGRADATION OF RURAL ROADS AND
 CROSS DRAINAGE WORKS IN PACKAGE NUMBER.....
 UNDERGRAM SAMPARK SADAK YOJNA (GSSY)
 IN DISTRICT-

Engineer-in-Charge

NO DEFECT LIABILITY CERTIFICATE

In pursuance of clause 19 of contract dated..... between the contractor M/s..... and the Governor of Madhya Pradesh, the said contractor completed the following works on the day of20.....

S.No.	Name of Road	Length of Road (km)	Number of Cross Drainage works	Remarks
1				
2				
3				
4				
	Total			

It is hereby certified that there were no defects in the works mentioned above as on
(Two years and 45 days after the actual date of completion) and no liability is outstanding against the contractor on the said date.

Engineer-in-Charge

Annexure – J

(as referred to in clause 11 of Conditions of Contract)

Format of Bank Guarantee for Mobilization Advance

(To be issued by Scheduled Commercial Bank)

(To be stamped in accordance with Stamp Act by the issuing bank)

Reference : _____

Date: _____

Dear Sir,

1. In consideration of the _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), and the same having been unequivocally accepted by the Contractor resulting in an agreement valued at Rs. _____ for _____ (hereinafter called the scope of work) and the Client having agreed to grant mobilization advance to the Contractor for performance of the above agreement amounting to Rs. _____ (in words and figures) against Bank Guarantee to be furnished by the Contractor.

2. We _____ (Name of the Bank) having its head office at _____ hereinafter referred to as the Bank, (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or all money payable by the Contractor the extent of Rs. _____ as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

3. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary the advance or to extend the time for performance of the agreement by the Contractor. The Client shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner and either to enforce or to enforce any covenants, contained or implied, in the Agreement between the Client and the

Contractor any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Client at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Client may have in relation to the Contractor liabilities.

5. The Bank hereby also undertakes to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in Madhya Pradesh

6. Notwithstanding anything contained here above our liability under this guarantee is limited to Rs. _____ (in figures) Rs. _____ (in words) and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20_____ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (with bank stamp)
Attorney as per Power of

Dated _____

Attorney Number _____

**(a) Letter of Acceptance
Office of the Executive Engineer
Rural Engineering Service
Division,**

No. /Acctt. /GSSY/RES/2010 , Dated / / 10

To,

.....,
.....,
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Sub.- Tender Acceptance in GSSY Pacakge No.

Ref.- NIT 03/GSSY/2010 dated 27.08.2010

-0-

This is to notify you that the Competent Authority of Department has accepted your financial bid dated 28-09-2010 for execution of the construction / up gradation of Rural Road and cross drainage works under Gram Sampark Sadak Yojna including maintenance during defect liability period for two years of **Package No.** District, @% **Above/Below S.O.R** (In words above/below SOR w.e.f. 12.04.2010) for the Contract price of **Rs***. **Lacs. (In words Rs only)** is hereby accepted.

You are here by requested to attend this office for execution of agreement within fifteen days from the date of issue of this letter.

(.....)
Executive Engineer
Rural Engineering Service
Division

Endt. No. /Acctt. /GSSY/RES/2010 , Dated / / 10

Copy forward to:

1. The Chief Engineer, Rural Engineering Service Bhopal Madhya Pradesh.
2. The Superintending Engineer, Rural Engineering Service Circle Madhya Pradesh.

Executive Engineer
Rural Engineering Service
Division

* Contract Price = PAC + Above/Below %

**(a) Letter of Acceptance
Office of the Executive Engineer
Rural Engineering Service
Division,**

No. /Acctt. /GSSY/RES/2010 , Dated / / 10

To,

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.....

Sub.- Tender Acceptance in GSSY Pacakge No.

Ref.- NIT 03/GSSY/2010 dated 27.08.2010

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2- As per condition of Detailed NIT, as you are not registered in MP Rural Engineering Service, please get registered in appropriate category within 30 days from the date of issue of this letter and attend this office for execution of agreement.

(.....)
Executive Engineer
Rural Engineering Service
Division

Endt. No. /Acctt. /GSSY/RES/2010 , Dated / / 10

Copy forward to:

1. The Chief Engineer, Rural Engineering Service Bhopal Madhya Pradesh.
2. The Superintending Engineer, Rural Engineering Service Circle Madhya Pradesh.

Executive Engineer
Rural Engineering Service
Division

* Contract Price = PAC + Above/Below %

District Wise Project Proposals under Gram Sampark Sadak Yojna for 2010-11 (Construction Package Wise)

S. No.	District	Package no	Cluster Identification No	Name of Block	No. of Cluster	No. of Roads	Length of Road in km	Cost of Road work (Rs. in Lakhs)	Cross Drainage Works		Total Cost (8+10) (Rs. in Lakhs)	Average Cost of Road (11/7) (Rs. in Lakhs)	No. of Villages Getting Connected
									No. of CDs	Cost (Rs. in Lakhs)			
1	2	3	4	5	6	7	8	9	10	11	12	13	14
3	Chhindwada	Chhindwada3611	11C1	Pandhurna	1	6	20.50	76.53	49	98.54	175.07	8.54	6
			TOTAL		1	6	20.50	76.53	49	98.54	175.07	8.54	6

District Wise Project Proposals under Gram Sampark Sadak Yojna for 2010-11

Road Wise Details

S. No.	RES Division/District.	Package No.	Block	Cluster No.	Cluster no.	Name of Road		Length of Road (KM)	Thickness of Pavement in (mm)		Cost of Gravel work only (Rs. In Lakhs)	Cost of Road Furniture and additional Transportation (Rs in Lakhs)	Total Cost Of Road	Cross Drainage Works		Total Cost (12+14)	Average Cost per K.M. (15/7)	Village Getting Connected		No and Name of constituency		Remark
						From	To		Base Course	Surface Course				No. of CDs	Cost (Rs. In Lakhs)			Name	Population	M.P.	M.L.A.	
1	Chhindwara	3	Pandurna	5	1	Bhuli	Bhuyari	5.0	0.225	0.05	17.29	1.38	18.67	12	25.89	44.56	8.91	Bhuyari	464	16 - CHW	128 - Pandurna	
2	Chhindwara	Chhindwara 3611A	Pandurna	11C1	1	Bhuli Bhuyari	Belgaon	2.0	0.225	0.05	6.92	0.55	7.47	4	8.41	15.87	7.94	Belgaon	406	16 - CHW	128 - Pandurna	
5	Chhindwara		Pandurna		1	Temisahani	Vattamaan	4.0	0.225	0.05	13.83	1.10	14.93	7	15.64	30.58	7.64	Vattamaan	256	16 - CHW	128 - Pandurna	
						Total		11.0		0.2	38.0	3.0	41.1	23.0	49.9	91.0	24.5					
3	Chhindwara	Chhindwara 3611B	Pandurna	11C1	1	Palaspani	Chinboh	4.0	0.225	0.05	13.83	1.10	14.93	13	25.48	40.42	10.10	Chinboh	453	16 - CHW	128 - Pandurna	
4	Chhindwara		Pandurna		1	Ajangaon	Kodar	4.5	0.225	0.05	15.56	1.24	16.80	9	16.28	33.08	7.35	Kodar	296	16 - CHW	128 - Pandurna	
6	Chhindwara		Pandurna		1	T02	Baisadogri	1.0	0.225	0.05	3.46	0.28	3.73	4	6.82	10.56	10.56	Baisadogri	353	16 - CHW	128 - Pandurna	
						Total		9.5	0.7	0.2	32.9	2.6	35.5	26.0	48.6	84.1	28.0					
			6			Total		20.50			70.89	5.64	76.53	49.00	98.54	175.07	52.51		2228			

G-Schedule

Cluster no: 11C1
Block: PANDHURNA
District: CHHINDWARA
Package No.: Chhindwara3611

Schedule of Quantity

Sl. No.	SOR ITEM No.	Item	Unit	Total Quantity	Rates
1	2	3	4	11	12
1	2048	Construction of gravel base course by naturally occurred gravel or river born material or by crushed metal or mixture of two or more to bring the material in appropriate grading confirming to clause 2.2.2.2, plasticity characteristics of fines as per clause 2.2.3 of IRC:SP:77-2008 having Liquid Limit & Plasticity Index less than 25 and 10 respectively, mixing by mix in place method on prepared surface, spreading in uniform layers with tractor mounted grader or labourers, watering at OMC and compacting in 100mm thick layer if 80 to 100 kN static weight roller is used and upto 225mm thick layer if 80 to 100 kN static weight vibratory roller is used (as per clause 402.4.4 of MORD) to achieve desired density minimum 100% of the MDD as per IS:2720 (Part-7), as per specifications for rural roads clause 402, i/c all leads and lifts of materials etc. complete.			
	b	CBR not less than 30	Cum	13837.50	427.70
2	2049	Construction of gravel surface course by naturally occurred gravel or river born material or by crushed metal or mixture of two or more in appropriate grading confirming to clause 2.2.2.2, plasticity characteristics of fines as per clause 2.2.3 of IRC:SP:77-2008, having Liquid Limit less than 25 and Plasticity index should range between 6-15, CBR not less than 20, mixing by mix in place method on prepared surface, spreading in uniform layers with tractor mounted grader or labourers, watering at OMC and compacting with 80 to 100 kN static weight rollers to achieve desired density minimum 100% of the MDD as per IS:2720 (Part-7), as per specifications for rural roads clause 402, i/c all leads and lifts of materials etc. complete.	Cum	3075.00	360.40
3	2505	Cautionary, mandatory, informatory, direction and place identification signs (i) Semi-Reflective Traffic signs more than 0.90 sqm size board Providing and erecting cautionary, mandatory, informatory, direction and place identification of semi reflective sign boards as per IRC-67 made of 2 mm thick M.S. Sheet duly stove enameled paint white colour in front and grey colour on back with reflective border of 70 mm width and required message, letters, figures with reflective tape of engineering grade as per MORD specifications of required shade and colour. Supported and welded on two nos. 47 mm x 47 mm of 12 SWG square tube of 3050 mm height duly strengthened by 25 mm x 5 mm MS flat iron on edges on back firmly fixed to the ground by means of properly designed foundations with M-15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per approved drawing and Technical Specification Clause 1701	Sqm	14.40	4318.00
4	2505	(ii) Semi-Reflective Traffic signs up to 0.90 sqm size board			
5		Providing and erecting cautionary, mandatory, informatory, direction and place identification of semi reflective sign boards as per IRC-67 made of 2 mm thick M.S. Sheet duly stove enameled paint white colour in front and grey colour on back with reflective border of 70 mm width and required message, letters, figures with reflective tape of engineering grade as per MORD specifications of required shade and colour. Supported and welded on 47 mm x 47 mm of 12 SWG square tube of 3050 mm height duly strengthened by 25 mm x 5 mm MS flat iron on edges on back firmly fixed to the ground by means of properly designed foundations with M-15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per approved drawing and Technical Specification Clause 1701			
		(C) 800 mm x 600 mm rectangular	Each	41.00	2706.00
		(D) 600 mm x 450 mm rectangular	Each	41.00	2222.00
6	2507	Kilometre Stone			
		Reinforced cement concrete M15 grade kilometre stone/local stone of standard design as per IRC:8 fixing in position including painting and printing, etc as per drawing and Technical specification Clause 1703			
		(A) With Reinforced cement concrete			
		(ii) Ordinary Kilometre Stone (Precast)	Each	26.00	1135.00
		(iii) 200 m stone (precast)	Each	82.00	334.00
7	2515	BGSY Logo Board			
		Providing and fixing Logo Board of BGSY size 600x600mm diamond shape with 1 plate of size 900x250 mm made of 60 gauge sheet over frame of angle iron 25x25x3 mm, welded in 3050mm long 75x75mm of 12 SWG sheet tubes posts duly embedded in cement concrete M-15 grade blocks of 450mmx450mmx600mm below ground level, as per specifications & drawing, painted with ready mixed synthetic enamel paint of superior quality in required shade and colour. All sections of framed posts and steel will be painted with primer and two coats of epoxy paint as per drawing Clause 1701 and Annexure 1700.1	Each	10.00	2981.00
8	2033	Providing and laying reinforced cement concrete pipes N.P.2 for culverts including pointing ends, and fixing collar with cement martar 1:2 complete.			
		(a) 300mm dia	RM	820.00	336.60

Sl. No.	SOR ITEM No.	Item	Unit	Total Quantity	Rates
1	2	3	4	11	12
		Total			
		Say In Lakh			

Sl. No.	SOR ITEM No.	Item	Unit	Total Quantity	Rates
1	2	3	4	11	12
CROSS DRAINAGE WORK					
8	0307	Earth work in excavation in trenches for foundations and for pipes, cables etc. not exceeding 1.5m in width and for shafts, cesspits and the like not exceeding 10sqm on plan including dressing of sides and ramming of bottoms lift upto 1.5m including getti (b) Dense or hard soil	Cum	7357.64	74.00
9	2520	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203	Cum	2031.84	1927.50
10	2532	Providing and laying boulder apron for bed protection with stone boulders of minimum size and weight as per Table 1300.1, no fragment weighing less than 25 kg laid dry complete as per drawing and technical specifications Clause 1301	cum	116.16	458.00
11	0428	False work for lintels slabs, columns, walls, sills, chhajjas balconies, beams, stair cases or ornamental moulded work, curved surface etc. cast in situ including all lead and lift	Sqm	4900.46	145.00
12	0904	Providing and placing in position tested steel for R.C.C. work including cutting, bending, binding etc. as per drawings and placing in position complete up to floor two level including cost of binding wire and all wastage etc. complete. (a)Mild steel and Medium tensile steel bars	kg.	7320	41.60
13	2035 (c)	Laying reinforced cement concrete pipes N.P.3 for culverts including pointing ends, and fixing collar with cement martar 1:2 complete. 1200 mm dia.	RM	435	5277.10
14	402	Filling foundation and around the masonry work with moorum i/c ramming layer & watering.	cum	2583.22	174.90
15	413 (a)	Providing and laying in foundation, plinth and under floors cement concrete with 40mm nominal size graded stone aggregates (metal) i/c ramming in layers and curing complete excluding cost of form work C.C. 1:2:4 (1cement, 2sand, 4metal)	cum	546.01	2528.30
16	425 (b)	Providing and placing in position RCC for roof, beams, columns column footing lintels chhajjas, balcony, stairs etc, excluding cost of reinforcement & centring but including finishing & curing. CC 1:1.5:3 (1cement, 1.5sand, 3graded stone aggregate 20 mm nominal size)	cum	64.2	3104.10