

MANUAL ON  
PROCUREMENT AND CONTRACT MANAGEMENT  
FOR  
**PMGSY RURAL ROAD PROJECTS**

(FOR OFFICIAL USE ONLY)

**National Rural Roads Development Agency  
Ministry of Rural Development  
Government of India**

April 2012



D. Kumar

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On behalf of  
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## PREFACE

This Manual on Procurement and Contract Management has been prepared by National Rural Roads Development Agency, Ministry of Rural Development, Government of India to be used in "Pradhan Mantri Gram Sadak Yojana Rural Road Projects" for procurement of works through National Competitive Bidding using e-procurement system. Efforts have been made to ensure that the procedures described in this Manual are consistent with the procedures agreed with the World Bank. In case any contradiction with the agreed procedure is noticed, the agreed procedure shall prevail.

The Manual is meant for official use by the Implementing Agencies of Pradhan Mantri Gram Sadak Yojana Rural Road Projects.

The Manual shall be reviewed periodically based on the experience gained and suggestions received and required amendments shall be incorporated, if necessary.

Those wishing to submit comments or questions on the Manual or to obtain additional information on procurement and contract management aspects are encouraged to contact:

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## FOREWORD

The Government of India had launched the Pradhan Mantri Gram Sadak Yojana (PMGSY) on 25th December, 2000 to provide good all-weather connectivity to all unconnected habitations with a population of 500 and above. In respect of the Hill States, Desert Areas (as identified in the DDP Schedule V), Tribal Areas and 60 IAP districts, the objective is to connect habitations with a population of 250 and above. The Programme envisages single all-weather connectivity to unconnected eligible habitations. The Ministry of Rural Development have been entrusted with the task of its implementation and the National Rural Roads Development Agency (NRRDA) -an arm of the Ministry provides technical and management support to the Programme.

2. NRRDA has already brought out dedicated specifications for rural roads and published a Standard Data Book with the support of Indian Roads Congress. These have helped setting standards and specifications for rural roads, duly taking into account different terrain, soil and traffic conditions, at national level to ensure smooth implementation in the country.

3. During the course of negotiations with the World Bank for its loan assistance, and to imbibe best international practices, a need was felt to further streamline the procurement process. Accordingly, the NRRDA had entrusted Indian Roads Congress, the task of developing a dedicated manual on procurement and contract management for rural roads.

4. The draft Manual was reviewed by the Peer Group of NRRDA and deliberated upon with the SRRDAs implementing the World Bank assisted projects. A number of useful suggestions and comments were also received from the World Bank. The document was thereafter, reviewed and revised by the IRC.

5. The Manual broadly covers procurement process; including preparation of procurement plans, preparation of bid documents, invitation of bids, evaluation thereof, selection of bidder, award of work and contract management during execution of construction works and routine maintenance. References have also been made to dispute resolution procedures and skill enhancement of implementing agencies and contractors,

6. Though every care has been taken in making the Manual simple and useful, feedback from its users is welcome which would surely prove useful in its formal review proposed to be taken up after a year,

7. I would like to acknowledge the support of all those associated with the development of the Manual, especially the IRC and its Group of Experts, Sarvshri D. P. Gupta, Amrit Inder Singh and Arun Mahajan, in preparation of the Manual. I would also like to place on record the untiring efforts of my colleagues Shri N.C.Solanki, Director Projects and Shri S.S. Bhatia, Assistant Director in NRRDA in bringing the document to its present shape. I sincerely believe that the Manual would guide the Centre and the States in their efforts to enhance transparency, streamline procurement procedures and improve contract management in implementation of rural road projects.

January, 2012  
New Delhi

(Dr. P.K.Anand)  
Joint Secretary (RC) & Director General (NRRDA)  
Ministry of Rural Development  
Government of India





## CONTENTS

	Preface	1
1.	Introduction	5
2.	Organisational Structure and Responsibilities	8
3.	Procurement Governance and Transparency	15
4.	Procurement Planning and Scheduling	22
5.	Preparation Process for Bidding	29
6.	Procurement Process	35
7.	Contract Management during Works Implementation	40
8.	Contract Management during Defect Liability and Routine Maintenance	42
9.	Dispute Resolution Process	46
10.	Documentation	49
11.	Capacity Building and Skills Development	53
12.	Procurement Monitoring and Reporting	
	Annexes:	
	Annex 1: Complaint Handling Protocol for e-Procurement	56
	Annex 2: Procurement Plan for PMGSY Works	57
	Annex 3: Procedure Applicable to World Bank funded Procurement	58
	Annex 4: Illustrative Check List to Facilitate the Bidders in Preparation and Submission of Bids	67
	Annex 5: Illustrative List of Checks for reference of the Members of the Procurement Evaluation Committee	70
	Annex 6: Method of calculating Available Bid Capacity	75
	Annex 7 A: Format for Bid Evaluation Report for Works – Part I Bids	76
	Annex 7 B: Format for Bid Evaluation Report for Works – Part II Bids	91
	Annex 8: Environmental Codes of Practice and their Coverage	98
	Annex 9: Environmental Concerns during Project Implementation	100
	Annex 10: Outline of the Format proposed for reporting progress of Contract Packages by the PIU	107
	Annex 11: Completion Certificate	108
	Annex 12: Programme of Routine Maintenance	109
	Annex 13: Suggest Format for Programme of Routine Maintenance Activities by the Contractor	110
	Annex 14: Procedures for the Functions of the Adjudicator	113
	Annex 15: Information regarding Time Involved in Procurement Process	115



# CHAPTER 1

## INTRODUCTION

### Importance of Rural Roads

Rural roads are a key component of rural development since they provide access to economic and social infrastructure and services thereby generating increased agricultural income and productive employment opportunity in rural areas. They serve as an entry point for poverty alleviation since lack of access is accepted universally as a fundamental factor in continuation of poverty. Over time perceptions of poverty have undergone a significant change. Poverty is not only related to low level of per capita income but also conditions such as mal-nutrition, ill health, literacy and lack of access to basic services. There is a growing body of empirical evidence that links transport investment to the improved well-being of the poor. Improved infrastructure of roads and transport services would make trading in rural areas more efficient thereby reducing costs of inputs and contributing to increased agricultural output and rural development. In this process, income levels of villagers get raised thus improving their quality of life. Side by side, access to health, education and other services is improved providing the villagers with better opportunities for improving their standards of living. In yet another indirect way, roads influence the process of growth through changes in socio-economic attitude of people by facilitating the dispersal of knowledge and reduction of inequalities leading to demand for more goods and services.

As the quality of roads gets upgraded, the travel time decreases and the cost of operation of vehicles comes down. More service providers like bus operators, intermediate public transport operators and goods transport operators are attracted to reach to the remote villages.

Rural roads are a state subject under the Constitution and as such the basic responsibility of the State Governments. The states continued to give attention to development of rural roads since the era of planned development in 1951. In 1951, the overall village accessibility was of the order of 20 percent. Progress remained slow. A major push came in 1974 at the beginning of the Fifth Five Year Plan when it was made a part of the Minimum Needs Programme. Stress was laid on connectivity to villages with population above 1500. Funds were provided by the States. While connectivity of higher population size villages got improved, overall connectivity levels were still low – being around 60 percent by the year 2000. In order to accelerate rural connectivity, the Central Government launched a rural roads development programme known as Pradhan Mantri Gram Sadak Yojana (PMGSY) in December, 2000. The programme shifted the focus from village to habitation to account for clusters of different socio-economic strata. And, as a departure from earlier programme, construction of roads is 100 percent centrally funded. Maintenance of these roads is the responsibility of the States. Routine Maintenance for five years is to be done by the same contractor who constructs these roads. Rural roads under the PMGSY are intended to be constructed to proper engineering standards and stress is laid on quality and durability of

Annex 16:	Information regarding Response of Bidders and Database on their Turn Over	116
Annex 17:	Pradhan Mantri Gram Sadak Yojana: Monthly Physical Progress Report	117
Annex 18:	Monthly Reporting Format for Physical and Financial Progress under PMGSY	118
Annex 19:	Monthly Reporting Format for Progress of Bharat Nirman Programme (Habitations and Upgradation)	121
Annex 20:	Quarterly Reporting Format for Progress of PMGSY Works Sanctioned During Phase -..... (for the year	122
Annex 21:	Quarterly Reporting Format for Maintenance Funding	123
Annex 22:	Quarterly Reporting Format for Details of Disposal of Final Payment Cases of Road Works	124
Annex 23:	Quarterly Reporting Format for Monitoring of First Tier of Quality Mechanism	125
Annex 24:	Quarterly Reporting Format for Monitoring of Second Tier of Quality Mechanism	126
Annex 25:	Quarterly Reporting Format for Details of Action Taken Reports on Observations of National Quality Monitors	127
Annex 26:	Half-Yearly Format for Monitoring Delay in Award of Contracts under PMGSY	128
Annex 27:	Half-Yearly Format for Monitoring Delay in Completion of Contracts	129
Annex 28:	Annual Reporting Format for Projected Completion Plan PMGSY Works Sanctioned	130
Annex 29:	Annual Reporting Format for Disciplinary Action Taken by the States against Personnel Involved in Irregularities under PMGSY	131
Annex 30:	Annual Reporting Format for Action Taken against Contractors under PMGSY	132
Annex 31:	Performance Output Matrix (PoM)	
Annex 32:	Contribution of State Share in the Programme Fund	136
Annex 33:	PMGSY: Action Taken Statement of the Pending Reports of NQMs	137
	Abbreviations and Acronyms	138

1.4.2 While every care has been taken to avoid any inconsistency with the Model Bidding Document of the NRRDA, if any inconsistency is found in this Manual, the MBD shall prevail.

## 1.5 Procurement Framework

The procurement framework presented in this Manual covers the following broad areas:

- (i) Procurement system: Open competitive tendering using e-procurement; preparation of procurement plan by the SRRDA ensuring invitation of bids in different parts of the State in a phased time frame;
- (ii) Institutional arrangement: Designating the officers within the SRRDAs responsible for procurement at headquarters and in the PIUs and for documentation of the procurement process for each contract;
- (iii) Information Disclosure: Until e-procurement becomes operative, provision for uploading the information on website of the SRRDAs;
- (iv) Competitive Participation: Open bidding without restricting to registered contractors alone and without any preferential treatment to any category but clearly specifying the qualification criteria. Staggering of bidding process and packaging of contracts of different sizes to enable wider opportunities for contractors to participate in bids;
- (v) Procurement Process: Use of e-procurement system. Receiving bids at one location. Prohibit negotiations with lowest evaluated responsive bidder and describing situations where rebidding could be allowed. Documentation of the entire procurement process at SRRDA levels;
- (vi) Procurement Governance and Transparency: Government policy on procurement of rural road construction works. Describing the requirements of confidentiality, conflict of interest, fraud and corrupt practices, complaint handling and sanctions of implementing agencies and bidders/contractors in case of non-compliance, uploading on website the results of procurement selection;
- (vii) Dispute Resolution Process: Indicate the provisions in the Model Bidding Document and process of selecting the Adjudicator and the applicability of the Arbitration Act;
- (viii) Contract management during works execution: Ensuring adherence to social and environment safeguards. Preparation of programme of construction and schedules of various activities including bar charts, CPM for achievement of the milestones laid down in the contract. Describe system of quality control (three - tier), measurement of works and payments supervision process, issue of completion certificate based on tests on completion and final payment. Defect liability regime;

assets being created. This would imply procurement of works through capable contractors and effective supervision during construction.

## **1.2 Investments in Rural Roads**

While in the initial years of the PMGSY programme, annual investments were of the order of Rs.2500 crore to Rs. 3000 crore, currently the investments are of the order of Rs.18000 crore per year including both the PMGSY by the Central Government and non-PMGSY by the State governments. This has happened as a result of the government strategy to supplement the resources by tapping financial support from the World Bank (WB), Asian Development Bank (ADB) and the RIDF window of NABARD. Since the works are scattered in all parts of the country and are small in size, their efficient and transparent procurement poses a formidable challenge until at least the e-procurement system has become integral to all implementing agencies responsible for such programmes. During execution, proper management of contracts to ensure adherence to stipulated environment and social safeguards and quality standards, timely payments to contractors and resolution of problems faced by them are aspects that require special attention of the implementing agencies.

## **1.3 Development of Contracting Industry**

In the initial years of the PMGSY, the competition was somewhat inadequate in as much as cases of poor response in certain regions were not uncommon. Rebidding had to be resorted to. However, the contracting industry has responded reasonably well to the demand generated throughout the country for execution of small and scattered rural road works except for certain areas where the problem of availability of qualified contractors still persists. For such areas, the strategy needs to cover healthy support for enhancing capacity and capability of local small contractors without compromising on the fair play and level playing field to other contractors from outside. Such a strategy can be evolved by the implementing agencies in due consultation with the stakeholders. Packaging of projects and payment of some mobilization advance towards works and owning of equipment by the contractors could offer a good instrument to bridge the current gap in some areas. The concept of equipment bank whereby the contractors can have access to equipment on hire/lease is another strategy worthy of being promoted. Side by side, training opportunities need to be provided for the contractors' personnel based on their felt needs. The equipment industry also needs to support the contractors with efficient after sales service, supply of spare parts without undue delay and training of foremen and operators.

## **1.4 Need for Manual on Procurement and Contract Management**

1.4.1 Under the PMGSY Programme, an Operations Manual has been introduced by the NRRDA for the past six years. It provides guidance to all the states and Project Implementation Units (PIUs) within the States for planning and execution of works. It does not provide adequately the basis and process for the bidding of works. There is need for harmonizing the procurement procedures. Therefore, it is now recognized that a specific Manual on procurement and contract management be developed for use on all PMGSY works. This Manual is intended to fulfill this requirement. This would also help in reducing the transaction costs.

- (ix) Contract management during defect liability and routine maintenance: Rectification of defects notified, routine maintenance programming, inspection arrangements and payment process;
- (x) Procurement monitoring and evaluation: Describes procurement performance indicators and review of performance at different levels. System of award for good performance, actions against bad performance and lessons learning from reviews and audits;
- (xi) Capacity building and skill enhancement: Training of persons responsible for procurement and contract management to enhance performance. Also to include training of staff of contractors and consultants;
- (xii) World Bank funded procurement: Procurement procedures agreed with the World Bank in the Loan and Financing Agreements relating to funding of the PMGSY Rural Roads Project have been described in the Manual.

## **1.6 Basic Principles of Procurement**

The basic principles of procurement may be stated as under:

- (i) Economy and efficiency to achieve quality, cost-effectiveness and timely delivery of works and projects.
- (ii) Equitable, fair and open competition giving all eligible/qualified bidders an opportunity to compete.
- (iii) Accountability and cost-effective use of funds.
- (iv) Healthy development of construction industry.
- (v) Transparency in procurement process.

## **1.7 Objective of the Manual**

The Manual is intended primarily for the staff of the implementing agencies comprising State PWDs, PREDs, RES, REOs, RWDs, etc., and Procurement Management Consultants responsible for/associated with the execution of rural road projects under PMGSY and other Central and State government programmes. The basic objective of the Manual is to provide guidance to the implementing agencies on various processes involved in procurement and selection of contractors and subsequent execution of works and maintenance thereafter so that not only value for money invested in the rural road programmes is further enhanced but also there is better outcome in terms of governance and transparency.

## CHAPTER 2

### ORGANIZATIONAL STRUCTURE AND RESPONSIBILITIES

2.1 For rural roads funded under the PMGSY programme, the NRRDA and MORD in the Government of India is the responsible authority for approval of the project estimates which are prepared and submitted by the SRRDAs where after the states would proceed to prepare the bid documents and invite bids. The entire procurement process is handled by the SRRDAs after issue of sanction of estimates by the MORD.

2.2 CE(PMGSY)/CE(SRRDA) shall manage through a dedicated Project Management Unit (PMU) in the SRRDA, the procurement of the Civil Works Contracts (publish the advertisements, issue the bidding documents, receive bids, evaluate the bids, make the awards and manage contracts) technically supported by the field PIUs / Executive Engineers.

2.3 Chief Engineer (PMGSY)/CE(SRRDA) shall be designated as Employer for the civil works of contracts.

2.4 The role of the Engineer in implementation of works shall be preformed by PIU / Executive Engineer.

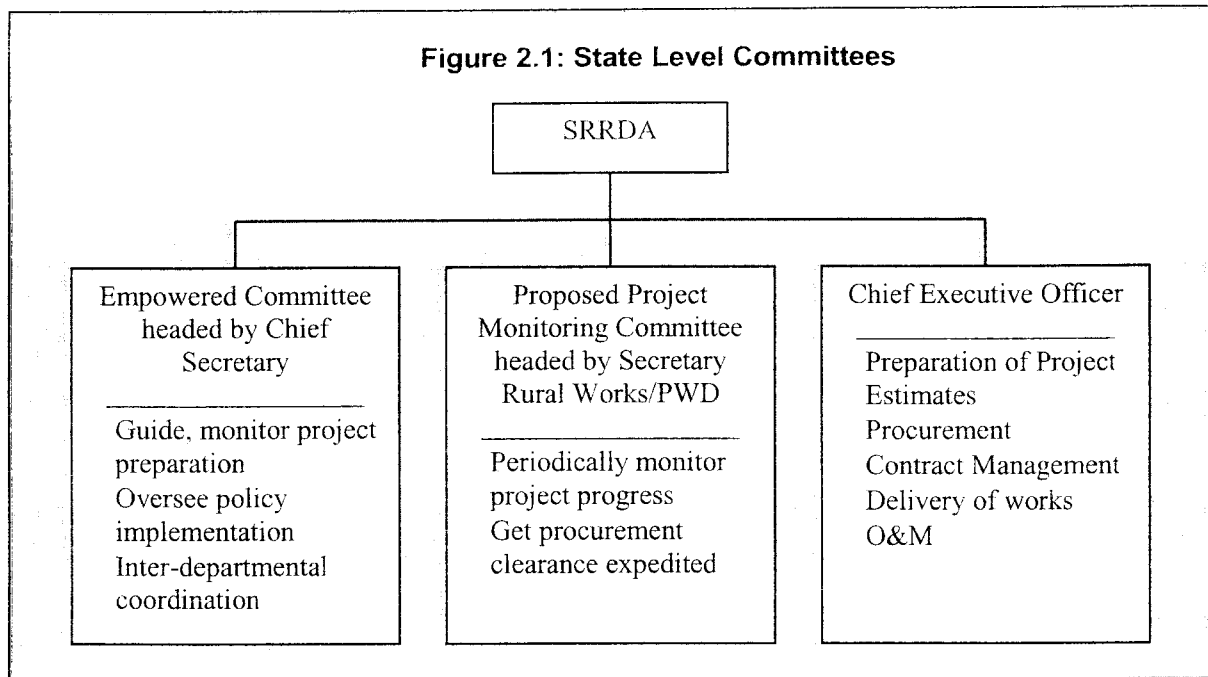
2.5 States participating in the implementation of the World Bank funded PMGSY Rural Roads Projects will hire the services of a Project Management Consultant to strengthen the capacity of relevant agencies to implement the program. The Consulting firm thus hired by the SRRDA shall assist and advise the Project Management Unit. This firm would assist in executing the planned procurement activities and coordination and monitoring of overall procurement progress at SRRDA as well as the Districts/PIUs.

2.6 Bids received for the projects shall be evaluated by a Procurement Evaluation Committee (PEC) consisting of State Quality Coordinator (SQC), PIU/Executive Engineer, Executive Engineer (Procurement) in SRRDA, and Finance Controller of SRRDA or his representative.

2.7 Project Monitoring Committee: The State shall set up the Project Monitoring Committee, unless it has already been constituted. This Committee shall be headed by Secretary, Public Works or Rural Works and shall include senior level officers from the Departments of Finance, Planning, Forests, etc. besides CE (PMGSY)/CE (SRRDA). This committee shall periodically monitor the progress of implementation of the project with respect to the Procurement Plan and also assist in getting the procurement and other sanctions expedited.

2.8 State Level Standing Committee: This Committee already stands constituted for PMGSY works. It shall guide and monitor project preparation, oversee policy implementation, take decision on behalf of Government, ensure interdepartmental and inter agency coordination and expedite key decisions during project preparation and implementation. Figure 2.1 gives a broad typical arrangement at state level.





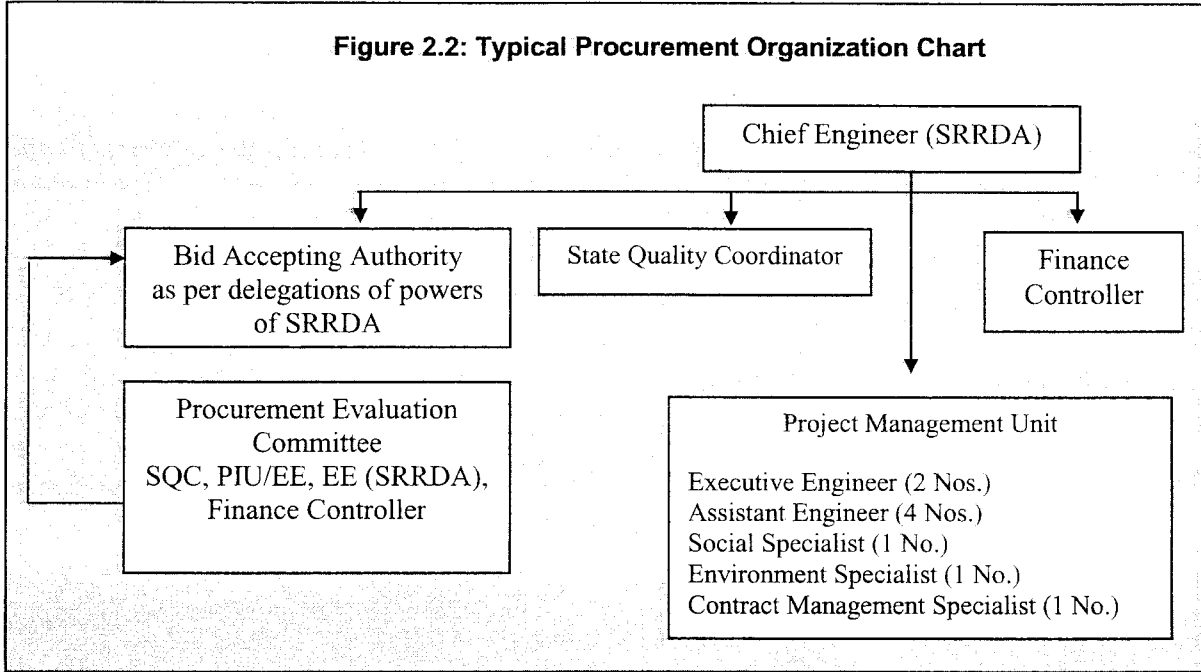
2.9 SRRDA shall take steps to introduce mitigation measures to enhance disclosure of procurement information, make decision making more transparent, introduce oversight mechanisms, including civil society oversight during implementation phase. SRRDA will also set up an effective mechanism for handling comments, suggestions, complaints and grievances.

2.10 Figure 2.2 gives an indicative Procurement Organization Chart.

2.11 The Project Management Unit shall also be responsible for assisting the SRRDA in the following tasks:

- (a) Formulation of Procurement Plans and packaging of contracts for each PIU.
- (b) Monitoring progress of the procurement process including issue of IFBs, preparation of bid documents, evaluation of bids and award of contracts.
- (c) Documentation related to bidding process.
- (d) Maintaining records and action taken reports on the procurement review/audit.
- (e) Maintaining records of contracting industry status in the state for execution of rural road works.
- (f) Keeping track of progress of works during the execution phase.

- (g) Reporting progress and completion of projects to the NRRDA.
- (h) Generation of Procurement Data and Exception Reports, as required.



## CHAPTER 3

### PROCUREMENT GOVERNANCE AND TRANSPARENCY

#### 3.1 Government Policy on Procurement Process

3.1.1 At present, there is no legislation – National or state – on public procurement in India. A few states, for example Karnataka and Tamil Nadu, have enacted Acts on Transparency in Public Procurement. The Government of India is in the process of preparing a Public Procurement Act. The authority related to procurement is primarily executed through the Ministry of Finance at central and state level. They lay down broad principles of financial aspects in incurring government expenditure, leaving the detailed procedures and processes to the different executive departments and entities throughout the country. Basically, the principle of open competitive bidding is followed with, of course, freedom to the implementing agencies in laying down criteria for qualification so as to ensure performance and value for money. However, there are instances of certain preferences and reservations in public procurement. Such practices are not conducive to providing a level playing field and the principle of equal opportunity is compromised.

3.1.2 For procurement and execution of works in the construction sector, the Public Works Departments in the Centre and the States have done commendable work in preparation of codes, manuals, instructions and procedures and they have served reasonably well in the past. With financial assistance to the road sector by the World Bank and the Asian Development Bank, good international practices also started getting adopted. Regular audits by the Comptroller and Auditor General (CAG) also help in improving the vigil in procurement. However, with increase in quantum of investments in the entire infrastructure sector including roads, the existing codes/manuals are in need of revisit to meet current requirements. There is no specific Procurement Manual so far even by these PWDs which lay down procedures and processes that can be applied uniformly across the country to achieve efficiency, value for money and providing level playing field for competition. The government is, however, steadily proceeding towards e-governance which includes system of e-procurement. The same applies for rural road programmes. There is already a Prevention of Corruption Act, 1988 in force in the country and every one concerned is required to strictly comply with the same.

#### 3.2 Confidentiality

3.2.1 During the procurement process, the Employer and his personnel are expected to ensure that the information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bid of the bidder.

No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should be given in writing.

3.2.2 There are government extant instructions on maintaining the confidentiality and secrecy of various documents and processes. It will be necessary that these are observed as soon as the procurement process starts. All documents and files concerned with the procurement process shall be kept under lock and key in safe custody of the officer nominated for this purpose. For this purpose he shall be provided necessary infrastructure such as almirah/safe and suitable space.

### 3.3 Conflict of Interest

3.3.1 During the procurement process, the Employer would need to examine each bid from the point of view of ensuring that no bidder has a conflict of interest. Clause 3.4 of the ITB already alerts all the Bidders in this respect. A bidder would be considered to have a conflict of interest with one or more parties in the bidding process in the following situations:

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

3.3.2 In case the bidder is a Joint Venture, no partner of the JV can submit an independent bid for the same package as it would then constitute a conflict of interest.

3.3.3 General Conditions of Contract (Clause 9.4) provided in the Bidding Documents stipulate that the Contractor shall not employ any retired officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained the State Government's permission to employment with the Contractor. It would be necessary that the stipulation of two years after the date of retirement is strictly observed.

### 3.4 Complaint Handling Mechanism

3.4.1 There needs to be a system of registering the complaints from bidders relating to a specific procurement related issue. Complaints should be in writing and duly signed by the complainant and addressed to the Officer specified for this purpose in the Complaint Handling Protocol kept on the NRRDA website, as also on the Home Page of the e-procurement websites of the States. Every complaint is to be registered and dealt with. A Register should be kept for this purpose. The following particulars should be entered in the register.

- (i) Complaint No.
- (ii) Date of complaint of the complainant
- (iii) Date of receipt by the department
- (iv) Name of complainant
- (v) Address of complainant
- (vi) Brief description of complaint
- (vii) Name of officer in SRRDA headquarters and PIU to whom complaint has been forwarded for disposal
- (viii) Date when response has been sent to the complainant

3.4.2 The email and postal address of the CVO/VO shall be made public and put on the website of the SRRDA.

3.4.3 The CVO/VO shall acknowledge each complaint and write back within three days to the complainant that the matter is receiving attention and consideration of the SRRDA/PIU.

3.4.4 Complaint up to the stage of bid submission date

The CVO/VO will refer the complaint to the concerned PIU under intimation to the CE(PMGSY)/CE(SRRDA) for verification of the facts and complaint disposed of within a period of five days. In case of delay in disposal of complaint, the reasons and circumstances for delay should be recorded by the CE(PMGSY)/CE(SRRDA) and approval obtained from the Authority designated for accepting the delay. The bids shall be opened only after decision on the complaint has been taken by the CE(PMGSY)/CE(SRRDA) in consultation with the CVO/VO.

3.4.5 Complaint at the stage of evaluation of the first part of bid viz. technical qualification.

3.4.5.1 After the bid opening, the complaint could be sequel to evaluation of the first part of the Bid comprising technical qualification of the bidders. NRRDA has prepared Complaint Handling Protocol which has been placed on PMGSY tenders website for information of the bidding community. A copy of this protocol is given at Annex 1. As provided in the Model Bidding Documents, Evaluation of Part I of bids, should usually be completed within five working days of the date of bid opening of Part I bids. The Complaint Handling Protocol specifies that the Bid

Evaluation Report for Technical Part I of the bid is required to be uploaded by the Employer on the website at least five working days before the opening of the Technical-Financial Part II of the bid. This report will provide details of the bidders which have qualified the technical part of the bid and also details of the bidders which have not qualified including the reasons for not qualifying.

There will be a period of 5 working days after uploading of the Bid Evaluation Report of Part I bid, during which any bidder may submit a complaint. In case a complaint/representation is received at this stage, it needs to be examined and facts verified by the CE (PMGSY)/CE (SRRDA) or the officer to whom this responsibility has been delegated by him. CE (PMGSY)/CE (SRRDA) should ensure that complaints, if any, are resolved satisfactorily before proceeding with the electronic opening of Part II of the bid.

3.4.5.2 Every effort should be made to consider, verify the facts and complaint disposed of within a period of five days or before the deadline indicated for opening of Part II of the bid.

3.4.5.3 In case of delay in disposal of the complaint, the reasons and circumstances for delay should be recorded and approval obtained from the Authority designated for accepting the delay. The date for opening of the second part comprising technical-financial bid should be accordingly deferred and notified to all the bidders through e-procurement portal. In no case Part II bids shall be opened unless and until a satisfactory resolution of the complaints has been achieved.

3.4.6 Complaints that are received during and after evaluation of the second part comprising technical-financial bid.

3.4.6.1 After the Bid Evaluation Report of Technical-Financial Part II of the bid has been approved by the competent authority (CE/PMGSY), SRRDA should upload it on the website, as specified in the Complaint Handling Protocol, referred to above. The Protocol provides that if a bidder has any complaint after the opening or evaluation of Technical-Financial Part II of the bid, he should send the complaint to the authority inviting bids through e-mail or through manual means not later than 5 working days after the Evaluation Report has been uploaded.

3.4.6.2 SRRDA should register and acknowledge the complaint(s) received in reference to the Evaluation Report. Every effort must be made to consider, verify the facts and dispose of complaint(s) within a period of 5 days. SRRDA should ensure the disposal of the complaint and a reply to the complainant before issuance of the Notification of award.

3.4.6.3 It is further advised that SRRDA should resolve the complaint within the bid validity period so that there is no need to seek extension of the bid validity from the bidders. However, should this be found unavoidable, the reasons and circumstances for delay should be recorded and approval obtained from the concerned Authority within the Department. There would then be a need to request the bidders for extension of their bid validity and this process should then be initiated. In case re-evaluation of the bids becomes necessary sequel to disposal of the complaint, the same shall be undertaken forthwith. In case of World Bank financed packages,

SRRDA shall seek the Bank's prior approval for the first request for extension, if it is longer than four weeks and for all subsequent requests for extension, irrespective of the period.

3.4.7 Complaint received sequel to selection of the successful bidder.

The procedure at this stage may be similar to that described in Para 3.4.6 above.

3.4.8 Where the complaint is found to be frivolous, suitable action should be taken against the complainant. Where the complaint is found to be genuine, suitable action should be taken against the officer concerned as per extant procedures of the Department as well as against the bidder/contractor concerned as per extant rules of the state government. Action against the bidder/Contractor will be uploaded on the PMGSY website.

3.4.9 The authority for disposal of complaint may rest with the CE(PMGSY)/CE(SRRDA), or the next higher authority if the complaint is directed against the CE.

3.5 Fraud and Corrupt Practices and their handling process

3.5.1 Every staff member of the implementing agency and the government shall observe the highest standards of ethics and should resist any undue or adverse pressure in successful discharge of their duties. Any activity that violates the prohibited practices constitutes a serious offence and invites punitive action as per extant rules of the Department.

3.5.2 Bidding Documents stipulate (ITB clause 33) that the Employer/ Financier requires that all parties (including Employer, as well as Bidders/ Suppliers/Contractor) under the contracts financed by the Financier, observe the highest standard of ethics both during the procurement and execution of such contracts. In pursuance of this policy, the Employer/ Financier:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- 
1. In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.
  2. "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
  3. a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
  - (aa) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) Acts intended to materially impede the exercise of the Financier inspection and audit rights provided for under Para 3.5.3 below.
    - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
    - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practice during the procurement or the execution of that contract, without the Employer having taken timely and appropriate action satisfactory to the Financier to address such practices when they occur.
    - (d) will sanction a firm or an individual, at any time, in accordance with prevailing Financier's sanctions procedure including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time, (i) to be awarded a contract financed by the Financier, and (ii) to be nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract financed by the Financier.

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- 4. "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
  - 5. A party refers to a participant in the procurement process or contract execution



3.5.3 In further pursuance of this policy, bidders shall permit the Financier to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by the auditors appointed by the Financier.

3.5.4 Furthermore, bidders shall be aware of the provisions stated in Clause 23.2, 52.2(i) and Clause 61 of the Conditions of Contract contained in the bidding document.

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

3.5.6 If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed from the site.

3.5.7 In case of detection of violation, the Employer should also proceed to identify the person(s) in the employment of the Department who are involved and proceed with action against such person(s) as per extant rules in the matter.

## CHAPTER 4

### PROCUREMENT PLANNING AND SCHEDULING

#### 4.1 Procurement

4.1.1 There are three important phases of procurement process. These are:

- (i) Procurement planning
- (ii) Procurement preparation
- (iii) Procurement conduction

4.1.2 The first phase, i.e. procurement planning involves preparation of cost estimates, their scrutiny and approval and thereafter packaging of projects and scheduling of procurement.

#### 4.2 Planning for preparation of cost estimates

4.2.1 The preparation of bidding documents for works can take place only after the project estimates and DPRs have been prepared. It is a good strategy to prepare a shelf of projects. The contract packaging strategy should also be decided by the SRRDA at the planning stage itself. The packaging strategy would depend upon the following broad parameters:

(i) The size of the road construction industry in the State and contractors capability and capacity in terms of annual turn over, ownership of appropriate equipment and project management staff.

(ii) The small length roads contiguous to each other from the point of distance between the roads, manageability of shifting of men and machinery and supervision, for clubbing into one package.

(iii) Long stretches of roads may need slicing vertically, keeping in view the contractual capacity in a PIU particularly in hill states like Arunachal Pradesh, Uttarakhand, Himachal Pradesh, Meghalaya.

(iv) Past examples show that while Himachal Pradesh had a package size of Rs.1 crore to Rs.6 crore, Rajasthan had a package size of Rs. 1 crore to Rs. 5 crore. Meghalaya suggests a package size of Rs. 1 to Rs. 14 crore and Punjab follows the practice of package size of more than Rs. 1 crore and where the DPR cost is less than Rs. 1.0 crore, they club two or three roads in one package.

4.2.2 The experience of the past in preparation of DPRs at the PIU level with regard to detailed engineering investigations and topographical surveys, etc. has been mixed. There is need to provide reasonable time for the preparation of project estimates and DPRs to the PIUs.

4.2.3 In-house capacity of the PIUs is being constantly strengthened through exposing their staff to training. More stress is to be laid down on actual field work during training in

respect of junior engineers and assistant engineers. The current training modules may be reviewed accordingly.

4.2.4 Various States are following different methods for preparation of DPRs. While Himachal Pradesh is preparing DPRs "in house" through their departmental surveyors, Rajasthan and Uttarakhand outsource the same to third parties. Since now Project Management Consultants (PMC) would be engaged in RRP II, the DPRs so got prepared by the State would be sample checked by the PMC before sending the same to STA for approval.

4.2.5 A few important aspects that require attention of the staff responsible for this task are as under:

(i) After the transect walk with local representatives of Panchayats, there is need to record the minutes of the meeting with the local people and upload the photographs and the record of proceedings on the website of the PMGSY. The SRRDA/PIU may prepare a 0.6 m wide track in hills and 1.5m wide track in plains on the agreed alignment and then carry out topographic surveys to establish the longitudinal and cross-sections. For topographic surveys, use of latest state-of-art survey instruments would be of help in achieving both accuracy and time-savings in conducting the surveys.

(ii) The traffic anticipated needs to be assessed in a realistic manner. While over-estimation of traffic results in unnecessary higher costs, under-estimation can result in premature deterioration of the road.

(iii) The environment issues like dumping sites, protection of natural water resources, and protection of fauna, flora need to be identified and taken care of. For this, the ECOP guidelines of the PMGSY prepared with the support of the World Bank need to be followed. A proper Environment Management Plan based on environment impact assessment should form an integral part of the Project Estimate.

(iv) The type and length of various cross drainage structures required, should be cross-checked at the level of Executive Engineer to avoid any major variations occurring at a later date after procurement.

(v) Similarly, the protection works in hill areas also need to be decided through physical verification at site at the level of Executive Engineer.

(vi) In case of PMGSY works in hill areas, the projects are envisaged to be undertaken in two distinct stages. Stage 1 covering hill cutting, earthwork, one layer of GSB, cross drainage and protective works and Stage 2 covering balance structural layers, bituminous work, additional cross drainage and protective works found necessary.

(vii) The Schedule of rates of the State should be revised and updated on yearly basis.

(viii) The time period for completion of a project should be assessed realistically. Currently, this is not receiving the needed attention. The assessment by the PIU should be based on the ground realities and time period involved in monsoons. The intended date of completion to be specified in the bid documents should take such assessment into account. This would reduce

avoidable requests for extension of time. The maximum time period for completion shall be 18 months as per guidelines of NRRDA.

### 4.3 Approval Process for DPRs

4.3.1 Presently the DPRs prepared by the State PIU are scrutinized by the civil engineering wing of the State Technical Agency (an Engineering college in the State). The PIU enters the details of the DPR in the OMMAS. The STA normally is given one week to scrutinize and enter the changes, if any as a result of such scrutiny, in the OMMAS. Sometimes, due to the busy schedule of the faculty in the STA, there may be risk of proper scrutiny and this may result in avoidable variations during execution of works. These academic institutions must provide adequate assurance of time and resources to undertake due diligence expected of their faculty.

4.3.2 The estimates after scrutiny are sent back to the PIU. The sanction to the estimates are accorded by the empowered committee of the Ministry of Rural Development, Government of India on the basis of details regarding number of works, length and estimated cost entered by the STAs. The system is working well.

4.3.3 Table 4.1 gives the matrix of responsibility for the DPR process along with the time line proposed.

4.3.4 The SRRDAs and the NRRDA may also consider on pilot basis third party proof checking of estimates prepared by the PIU or their consultants and if found successful, this could be considered for wider adoption.

Table 4.1: Matrix of Responsibility for DPR

S No.	Activity	Responsibility	Timing/Timeframe	Remarks
1.	Preparation of DPR including site investigations, soil, material and topographic surveys and designs/drawings	PIU	Three months from date of intimation by the SRRDA	
2.	Entry of details of the DPR in the OMMAS	PIU	Immediately upon preparation of DPR	As soon as DPR is ready
3.	Scrutiny of DPR	STA	One week	
4.	Entry of changes in DPR (as a result of scrutiny) in the OMMAS	STA	Immediately upon scrutiny of DPR	Same day as DPR is scrutinised
5.	Return of estimates after scrutiny to the PIU	STA	Immediately upon scrutiny of DPR	Same day as DPR is scrutinised
6.	Sanction to the Estimates/DPRs	Empowered Committee of the MORD, Government of India	Normally, it is expected that such sanctions to the estimates would issue within a period of four weeks.	NRRDA supports the MORD in their process

#### 4.4 Contract Packaging Strategy

4.4.1 The length of an individual rural road to connect a habitation varies from 3 to 6 km. The estimated cost may vary from Rs.1.0 crore to Rs. 3.0 crore. The strategy for packaging projects into a contract may consider factors such as logistics, status of availability of land for the project, geographic area, period of construction available in a year, status of contractors in the area and their capacity in terms of manpower and equipment. In order to promote healthy development of local contractors, the packaging may cover two to three ranges, i.e. package of Rs. 1.0 crore to Rs. 3.0 crore, Rs. 3.0 crore to Rs. 6.0 crore and above Rs. 6.0 crore. Any package less than Rs. 1.0 crore needs to be discouraged as this may result in very small players, with inadequate mechanized equipment, entering the fray and compromising on quality and speed of progress. Exception could be works of Stage 2 in hill areas. However, for such exceptions, attention needs to be paid to the capacity of such small contractors in delivery of projects to quality standards and within intended period.

4.4.2 The contract packaging should be decided by the SRRDA taking into consideration the sanction to the shelf of projects by the NRRDA. This may be finalized in broad consultation with the NRRDA and keeping in view the parameters brought out in Para 4.2.1.

#### 4.5 Phasing of Procurement of Works

4.5.1 Bunching of contracts in a particular PIU for procurement at one go without physically ensuring availability of land for the project, shifting of utilities, if any, forest and environment mandatory clearances before start of procurement, can result in abnormal delays in completion of projects.

4.5.2 The contracting capacity available in a particular block or district should also be considered by the SRRDA in putting up contracts for procurement in a phased manner.

4.5.3 In order to achieve this objective, the SRRDA should endeavour to make procurement plan in such a manner that the requirements mentioned in paras 4.2, 4.3 and 4.5.1 are met one month ahead of the issue of IFB so that the site free of encumbrances is available to the Contractor to whom the work is awarded. Such a strategy would also give a signal to the contracting industry that the SRRDA has done their ground work well in time.

4.5.4 The SRRDA may consider that some packages say about 30 per cent in a particular PIU are cleared in the preceding year to reduce time delays on the one hand and better utilization of the available contracting capacity on the other hand.

4.5.5 Procurement plans may be prepared keeping in view the above aspects. In the light of progress achieved in respect of preparation of projects and control on preconstruction activities, these plans may need regular revision and fine-tuning.

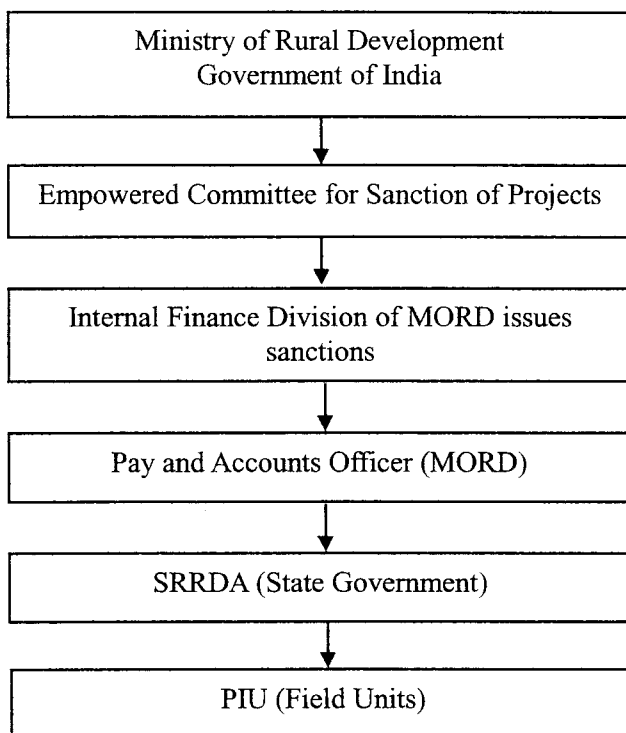
4.5.6 The procurement plans for each PIU may be consolidated for the state as a whole and a monthly plan for the procurement of works in each PIU decided at the SRRDA level so that there is no bunching of contracts at any given time. This would depend on the capacity and capability of the contracting industry in the State/PIU, the capacity of the PIU to handle the contracts efficiently, the availability of staff for exercising quality control. A proforma for the

monthly procurement plan at the SRRDA level is given in Annex 2.

#### 4.6 Funds Allocation Process

4.6.1 The present system of funds allocation by the MORD to the SRRDA is based on certain advance allocations for each phase. Thereafter, funds are released taking into account balances available with the SRRDA. The Flow of Programme Funds is given in Figure 4.1.

Figure 4.1: Flow of Programme Funds



4.6.2 In order to effectively monitor the physical and financial progress on the works, while the practice of releasing advance of 20% of the shelf of project sanctioned may be continued to commence with the works, the balance of the allocation needs to be linked with funds required to maintain scheduled time line for completion of projects. The fund flow may be as per Table 4.2.

Table 4.2: Fund Flow

	Activity achieved	Release of fund	Cumulative release
1.	Procurement process completed and contracts awarded	20% of value	20% of value
2.	Progress of works achieved is 40%	40% of value	60% of value
3.	Cumulative Progress of works achieved is 70%	30% of value	90% of value
4.	Works completed	10% of value	100% of value

4.6.3 The physical and financial progress for each PIU as well as the SRRDA as a whole should be considered to be eligible for release of funds from NRRDA to the State.

#### 4.7 Rebidding Policy and Process

4.7.1 At present rebidding is resorted to by the SRRDAs in following cases:

- (i) When no contractor comes forward to bid for work due to remote location of the project, deficiencies in DPR, DPR not being updated, environmental and forest approvals not existing etc.
- (ii) When contractors quote higher rates than the Engineer's estimate/powers delegated by the State Government, which are considered unreasonable compared to the current market rates.
- (iii) Bids are too high than the Engineer's estimate possibly due to collusive practice adopted by contractors. In case of suspicion of collusive practices, a complete analysis of the causes leading to such practice shall be done and forwarded to World Bank along with SRRDA's request for rebidding.

In case of packages financed by the World Bank, the SRRDA may, after Bank's prior approval, reject all bids and solicit new bids. If all bids are rejected, the SRRDA shall review the causes justifying the rejection and consider making revisions to the conditions of contract, design and specifications, scope of the contract or a combination of these, before inviting new bids.

4.7.2 All this has resulted in the re-invitation of bids by States many times resulting in loss of valuable time as well as chances of cost overruns. Since the PMGSY program envisages FIXED PRICE CONTRACTS, the endeavour of the SRRDA should be to plan the procurement schedule in such a manner that resorting to rebid is minimised.

4.7.3 The following procedure should be followed to minimize chances for rebidding:

- (i) No road work should be put to bid unless and until the gift deed (wherever applicable) for the land donated by the villagers has been executed. In any case, the SRRDA/PMU shall ensure that at the time of releasing the IFB for a bid package, 75% of the site is available for handing over to the Contractor. Similarly, the PMU shall ensure that forest and environment clearance has been obtained before inviting the bid for a package.
- (ii) If due to some reasons the DPR needs recasting, the same should be done. Approval up to 10% variation above original cost may be accorded by the competent authority in the Department subject to saving in the same Phase in the district or the State as a whole. If variation in cost is more than 10%, approval from the State Government shall be sought for the additional expenditure which shall be borne by the State. Data change in OMMAS shall be endorsed at the SRRDA level for the approved change.

4.7.4 After taking care of the above factors, if the quoted price of the lowest evaluated

responsive bid is considered unreasonably high, following procedure should be followed while taking a decision for inviting a rebid.

- (i) Irrespective of number of bids received for a package, the contract shall be awarded to the lowest evaluated responsive bidder who meets the eligibility and qualification requirements and the prices are considered reasonable compared to market values. In case the price of such bidder is substantially higher than the cost estimate duly updated on the basis of current market prices of inputs, then the SRRDA shall seek clarifications from the bidder and if the explanation of the bidder is found justified, the contract shall be awarded
- (ii) In case the Evaluation Committee is not satisfied with the clarification provided by the bidder, and bid prices are considered unreasonably high, then the rebidding may be resorted to.
- (iii) In case of no bids, reasons for the same should be investigated. In case it is considered that for reasons of no bids, or otherwise for reasons brought out in (ii) above, rebidding is considered inescapable, the scope of work, specifications etc should be reviewed and suitable changes should be considered in the bid package including slicing the contract package so as to ensure competitive bids in response to re-bidding. No rebidding should be undertaken with the same parameters. Exception could be small packages or just one small work where slicing may not be practicable.
- (iv) The principles enunciated above shall also apply to the bids received in the second round of bidding.

4.7.5 Further to the above stipulations, in case no bid is received even in the second round of bidding, the PIU should ascertain the causes for the same and seek guidance from SRRDA before putting the package to rebid. The SRRDA shall record reasons in the project file (assessed by it in consultation with PIU) before rebidding is resorted to.



## CHAPTER 5

### PREPARATION PROCESS FOR BIDDING

#### 5.1 General

5.1.1 Figure 5.1 gives at a glance a flow chart of typical activities involved in procurement of rural road projects covering five important phases as under:

(i)	Preparation and Approval of Project Estimates	17 weeks
(ii)	Packaging of Projects and Preparation of Procurement Plans	2 weeks
(iii)	Preparation and Approval of Bid Documents	3 weeks
(iv)	Invitation and Receipt of Bids	5 weeks
(v)	Evaluation of Bids and Award of Works	7-9 weeks

5.1.2 After the scrutiny of the DPR by the State Technical Agency and approval of the estimate by the empowered committee of the MORD, the PIU should proceed to prepare the Bid Documents. The wordings and description of BOQ should match with the Book of Specifications. These must be cross-checked by another officer within the PIU. A period of two to three weeks should be sufficient for the PIU to prepare the Bid documents. Actually, the timing for bid document preparation and invitation would also depend upon the Procurement Planning described in the previous chapter. The bid documents shall be got approved from the CE(PMGSY)/CE(SRRDA) before issue.

#### **Bidding Documents**

5.2 A harmonized version of the Bidding Documents (generally referred to as the Model Bidding Documents), has been drawn up for procurement of works in the PMGSY Program (including the World Bank funded procurement) and agreed between NRRDA and the World Bank. However, for procurement under the World Bank financing, participating States are required to incorporate modifications mentioned in Annex to the Model Bidding Document. This document will be subject to review periodically on the basis of the feedback from the SRRDAs. SRRDAs should familiarize themselves fully with this document. Procedure applicable to World Bank funded procurement is given in Annex 3. Besides works, this includes goods and consulting services also.

5.3 SRRDAs are required to use the Sections relating to Instructions to Bidders and General Conditions of Contract of the Model Bidding Documents without making any changes therein. Provisions specific to procurement of individual packages should be incorporated in the relevant sections viz. Bid Data Sheet, Qualification Information, Contract Data, and Bill of Quantities, apart from incorporating the relevant drawings. Scope of work will be covered through items to be included in the BOQ.

5.4 Important provisions of the Bidding Documents are listed below.

#### 5.4.1 Invitation for Bids (IFB)

This section provides the standard format for release of e-Procurement Notice in the

newspapers, and for uploading of the IFB on the website [www.pmgstenders.gov.in](http://www.pmgstenders.gov.in). For procurement of packages to be financed under the World Bank Loan/Credit, relevant paras specified in the Annex to the Model Bidding Documents should be included in the IFB.

As mentioned in Para 4.7.3, SRRDA/PMU shall ensure that at the time of releasing the IFB for a bid package:

- [i] 75% of the site is available for handing over to the contractor; and
- [ii] Forest and Environment clearance has been obtained.

The IFB provides that item rate bids are being invited from the eligible registered contractors. But non-registered bidders too may submit bids, with the condition that the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract. In the event of award of contract to a firm not registered with the State, SRRDAs shall take necessary measures to expedite the registration process so as to avoid delays in the signing of the contract.

5.4.2 Bidding shall be carried out only through E-Tendering System.

5.4.3 The bidder is required to submit bid electronically in two parts; Part I comprising Technical Qualification and Part II comprising Technical Financial bid in accordance with Clause 12 and Clause 19 of the ITB.

5.4.4 The Technical Qualification Part of Bid (Part I) shall be opened first and evaluation of bid in accordance with the requirements of the bidding document like bid security, meeting the technical qualification criteria, cost of bidding document, etc. responsiveness to the requirements of bidding documents shall be taken up and completed.

5.4.5 Technical-Financial Part of Bid (Part II) of only those bidders shall be opened who are found to be responsive and technically qualified after evaluation of Part I.

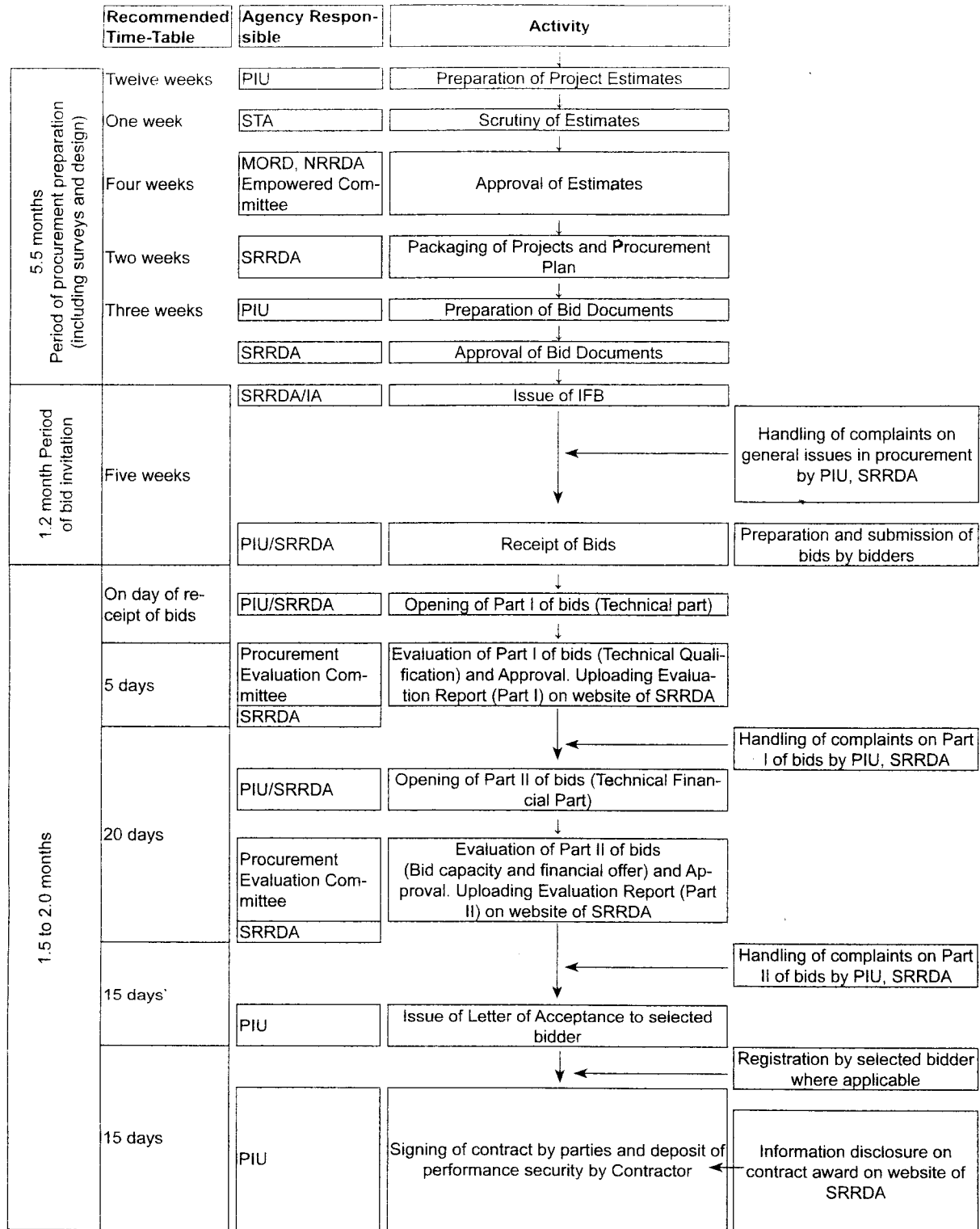
5.4.6 Bidder shall be a private or an individual legal entity or a combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV).

5.4.7 Maximum number of partners in JV shall be three. In case of JV, all the partners shall be jointly and severally liable for the successful completion of the work.

5.4.8 The prospective bidder can submit bids online. However, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token. The DSC can be obtained from any authorized certifying agencies.

5.4.9 The bidder is required to enter details of the bid online in the prescribed formats for both Part I and Part II bids. In addition scanned copies of various documents specified in ITB clause 12.2 are required to be uploaded on the website. The bidder is also required to submit Original Bank Draft towards the cost of Bidding Document, Original Bid Security in approved format and original affidavit affirming correctness of information furnished with bid document

**Figure 5.1: Flow Chart of Activities in Procurement**



\* In case of projects funded by the World Bank/Asian Development Bank, an additional time of two weeks would be required for preparation of Report by the SRRDA, submission to the Bank and concurrence of the Bank.

as per provisions of Clause 4.4 B (ii) of ITB to be submitted to the concerned office of the Employer on a date not later than two working days after the opening of Technical Qualification part of the bid (Part – I), failing which bids will be declared non-responsive.

5.4.10 Bids are required to be submitted separately for each Work/Contract. To qualify for a package of contracts for which bids are invited in the Invitation for Bids, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

5.4.11 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

5.4.12 Bidders shall not have a conflict of interest. (Details are provided in Para 3.3 of this Manual)

5.4.13 Subcontractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

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

5.4.15 Bid validity shall be of 90 days.

5.4.16 Bid security shall be valid for 45 days beyond the validity of the bid.

5.4.17 Within 15 days after receipt of Letter of Acceptance, the successful bidder is required to deliver to the Employer, a Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids. Besides, the Employer shall also retain towards Performance Security, another two and a half percent amount from each payment due to the Contractor until completion of the whole of the construction works.

5.4.18 Fraud and Corruption clauses are provided in the bidding documents, as per details given in Chapter 3 of the Manual.

## 5.5 Qualification Criteria

SRRDAs should follow norms given below, while specifying various Qualification Criteria in ITB clauses 4.4 A, 4.4 B and 4.6.

For states where adequate contractual capacity has been created over a period of time during the course of this Programme, the qualification criteria may be taken as per Table 5.2.

**Table 5.2: Qualification Criteria for States with adequate Contractual Capacity<sup>6</sup>**

	Item	Qualification Criteria
(a)	Annual turnover (multiple of the estimated cost of work)	1.0
(b)	Similar work (multiple of the estimated cost of work)	0.5
(c)	Cash Flow (months)	2.0
(d)	Multiplying factor for bid capacity	2.0

6. Currently, this is applicable to 4 States, viz Rajasthan, Uttar Pradesh, Himachal Pradesh and Punjab out of 7 states which are proposed under the World Bank assistance project.

For states where SRRDA / NRRDA feel that adequate contractual capacity has so far not been created, the qualification criteria may be taken as per Table 5.3.

**Table 5.3: Qualification criteria for States where adequate Contractual Capacity not created<sup>7</sup>**

	Item	Qualification Criteria
(a)	Annual turnover (multiple of the estimated cost of work)	0.7
(b)	Similar work (multiple of the estimated cost of work)	0.33
(c)	Cash Flow (months)	2.0
(d)	Multiplying factor for bid capacity	2.5 or 3.0

5.5.1 In case of Joint Venture firm, the lead partner shall meet not less than 50% of qualification criteria of Turnover and experience of similar works, while each of the remaining partners shall meet not less than 25% of qualification criteria of turnover and experience of similar works.

5.5.2 The Joint Venture must also collectively satisfy the requirements of other criteria specified in Clauses 4.4 B and 4.4 C of ITB; for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.

5.5.3 The available bid capacity of the JV as required under Clause 4.6 of ITB will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than the total bid value.

5.6 For the purpose of determining compliance with the Qualification Criteria, a bidder is required to furnish with his bid details of Qualification information specified in Section 3 of the Bidding Documents.

5.6.1 As specified in Section 3 of the Bidding Documents, bidders are required to submit Chartered Accountant's certificate in support of the Annual Turnover figures claimed by them, and Engineer-in-charge of the certificate in support of the experience of similar work claimed by them.

5.7 For preparation of bids, the bidder shall visit the site and the visit shall be at his own cost.

5.8 Conditions of Contract

5.8.1 Contract shall be on the lines of Model Bidding Document agreed between NRRDA and the World Bank. General Conditions of Contract read with Contract Data and Special Conditions of Contract will govern the contract between the parties.

5.8.2 General Conditions of Contract (GCC) provide details of compensation events. Further, if a Compensation Event would prevent the work being completed before the Intended

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7. Currently, this is applicable to 3 states viz Jharkhand, Uttarakhand and Meghalaya out of 7 States which are proposed under the World Bank assistance project.

Completion Date, the Intended Completion Date would be extended. Main compensation events specified in the GCC clause 40 are:

- (i) Not timely handing over of encumbrances free site for construction by the Employer.
- (ii) Not timely issue of drawings, specifications or instructions required for execution of the works by the Engineer.
- (iii) Unreasonable delay by the Engineer in issuing a certificate of completion.

SRRDAs should take necessary steps during the contract implementation so as to avoid/minimize the incidence of Compensation Events.

5.8.3 The Contract Data has a provision of advance payment for mobilization and for equipment purchase against submission of the Bank Guarantee in the prescribed format provided in the bidding documents. The advance payment shall be recovered by the Employer by deducting proportionate amounts from payments due to the Contractor for the construction work.

5.8.4 General Conditions of Contract have provision of two-tier system for dispute resolution in the Contract, first through the Adjudicator and thereafter, if necessary, through Arbitration.

5.8.5 General Conditions of Contract read with Contract Data provide that the Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof as specified in the Contract Data for delay in completion of the work beyond the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone within the prescribed period, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate.

5.8.6 General Conditions of Contract read with Contract Data provide that the Contractor shall supply "As-built" drawings by the date specified in the Contract Data. However, if the Contractor does not supply the Drawings by the specified date, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

5.8.7 Special Conditions of Contract (Section – 4 Part II) should incorporate details of the Environmental Codes of Practice (ECoP) which must be followed by the Contractor during execution of works. SRRDAs should ensure Contractor's compliance with the ECoP.

## 5.9 Technical Scope and Specifications

The works under PMGSY and as indicated in the BOQ shall be executed as per the Book of Specifications of the MORD for rural roads, published by the Indian Roads Congress in 2004 and as amended or revised till the date of issue of Invitation for Bids and as per stipulation under Section 5 of the bidding documents.

5.10 Checklist for compliance of Bidding Documents

5.10.1 It is advisable that the SRRDAs incorporate in the Bidding Documents, a complete checklist of actions to be taken by the bidder for preparation of his bid and submission of all relevant documents to facilitate the bidders in preparation and submission of responsive bids. Annex 4 gives an illustrative check list for this purpose.

5.10.2 Checklist shall list all documents relating to technical qualifications requirements, financial qualification requirements, bid security, affidavits, undertakings, etc. which are required to be either uploaded by the bidder as part of the bid, or submitted as original documents in accordance with the bidding document.

## CHAPTER 6

### PROCUREMENT PROCESS

#### 6.1 Establishment of bid evaluation and approval process

6.1.1 The SRRDA shall establish a Procurement Evaluation Committee for technical and financial evaluation of the bid as brought out earlier in Para 2.6 (Chapter 2).

6.1.2 The invitation for the bids shall be issued immediately on approval of the shelf of projects from NRRDA, preparation of bid documents and in accordance with the procurement plan formulated by the SRRDA. A period of two weeks should suffice for preparation of procurement plans by the SRRDA and another three weeks for the preparation of Bid documents and issue of e-procurement notice and IFB. A minimum of thirty days shall be provided for submission of bids (with respect to the date of issue of IFB).

6.1.3 The process of approval and the time frame shall be defined while constituting the Procurement Evaluation Committee, the time line of which may be as per Table 6.1 below:

**Table 6.1: Time Schedule for Evaluation of Bids and Issue of Letter of Acceptance**

(i)	Electronic opening of Part I of the Bid, i.e. the Technical Qualification Part (two parts bid system), and uploading of electronic summary of opening on the website	Date and time to be specified as per invitation for bid
(ii)	Evaluation and approval of technical bids – Part I	5 Working days from opening of bids
(iii)	Declaration of responsive and technically qualified bidders and uploading of Evaluation Report of Part I Bids on website	5 <sup>th</sup> day
(iv)	Receipt of complaints	6 <sup>th</sup> day to 10 <sup>th</sup> day
(v)	Resolution of complaints	11 <sup>th</sup> day to 15 <sup>th</sup> day
(vi)	Online opening of Part II i.e. Technical-Financial bids of responsive bidders and uploading minutes of bid opening	16 <sup>th</sup> day (only after satisfactory resolution of complaints)
(vii)	Scrutiny of financial bids, bid capacity and preparation of evaluation report	16 <sup>th</sup> to 20 <sup>th</sup> day
(viii)	Submission of technical financial evaluation report to competent authority for approval	20 <sup>th</sup> day
(ix)	Approval of the Evaluation Report by the competent authority and uploading on website	25 <sup>th</sup> day
(x)	Receipt of complaints	25 <sup>th</sup> day to 30 <sup>th</sup> day
(xi)	Resolution of complaints	30 <sup>th</sup> day to 35 <sup>th</sup> day
(xii)	Issue of Letter of Acceptance to the successful bidder	40 <sup>th</sup> day

Note: The date of bid opening may need to be changed in case any complaint regarding procurement received prior to bid submission date remains unresolved.



6.1.4 It is desirable that the entire procurement process is completed within 90-100 days of the approval of the procurement plan and 40-45 days of the bid submission date.

## 6.2 E-Procurement Notice and Invitation for Bids (IFB)

The E-Procurement Notice and the Invitation for Bids shall be prepared as per format provided in the Model Bidding Documents and put up on the web sites of the SRRDA and NRRDA. The advertisement of e-procurement notice in at least one widely circulated national newspaper and local newspaper(s) shall also be placed for wide publicity.

## 6.3 Clarification process during bidding and issue of amendments

Since bidding will be conducted through e-tendering system, no pre-bid conference would be held. A prospective bidder requiring any clarification may notify online the authority inviting the bid. The CE(PMGSY)/CE(SRRDA) has to respond to the request(s) for clarifications received earlier than ten days prior to the deadline for submission of bids. Description of clarification sought and the response thereto will be uploaded for information of the public or other bidders without identifying the source of request for clarification. The corrigendum/addendum to bidding document will be issued online and it will appear on the web page of the website [www.pmgsytenders.gov.in](http://www.pmgsytenders.gov.in) (refer Clauses 9.1 and 10.1 of ITB).

## 6.4 Opening and evaluation of Technical Qualification Part of Bid (Part I Bid)

6.4.1 Opening of bids: The Technical Qualification Part of the Bid shall be opened by the SRRDA's nominated representative online on the last day fixed for submission of bids and this can be viewed by the bidders also online. An electronic summary of the opening of Part I Bids is generated and kept online. SRRDA will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.

6.4.2 Procurement Evaluation Committee set up by the SRRDA will jointly evaluate the bids in accordance with the provisions of the Bidding Documents, and complete the evaluation within five working days of the date of Part I bid opening. Members of the Committee will extend their specialist knowledge to assist the PEC. Different members of the PEC will carry out checks as per illustrative list provided as Annex 5.

6.4.3 The Evaluation Committee will take up evaluation of Part I Bids, with respect to Bid security and the qualification information and other documents submitted by the bidders. The Evaluation Committee will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. If a bid is not substantially responsive, it will be rejected.

6.4.4 The Evaluation Committee will arrange immediate verification of the genuineness of the Bid security submitted by the bidders, so as to ensure that the outcome of this verification is known at the time of finalization of the Evaluation of Part I bids.

6.4.5 The Evaluation Committee will further evaluate the responsive bids and determine their compliance with the Qualification requirements specified in ITB Clauses 4.4 A & 4.4 B. Available bid capacity of the bidders will also be calculated to check whether the criteria specified in ITB Clause 4.6 is satisfied by the bid. Annex 6 of this Manual provides the method to calculate the available bid capacity. Evaluation Committee will prepare the Bid Evaluation Report of Part I bids as per format in Annex 7A which will be submitted to the CE(PMGSY)/CE(SRRDA) for approval. After approval of the Bid Evaluation Report of Part I bids by the CE(PMGSY)/CE(SRRDA), the Bid Evaluation Report of Part I bids shall be uploaded on website within five working days of the date of bid opening in accordance with the provisions of the Bidding Documents.

6.5 A time period of 5 working days from the date of uploading of the Bid Evaluation Report of Part I bids will be available during which any bidder may submit complaint which shall be considered for resolution before opening of Part II of the bid. SRRDAs will deal with any such complaint(s) in accordance with Complaint Handling Protocol provided on the e-procurement portal, [www.pmgstenders.gov.in](http://www.pmgstenders.gov.in).

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

6.7 Opening of Technical – Financial Part of Bid (Part II Bid):

6.7.1 Before technical-financial bid (Part II), is opened, it is necessary to ensure, as a measure of caution, that the bid security given by the bidders had been got verified from the issuing bank.

6.7.2 Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, Bid prices, the total amount of each bid, and such other details as the SRRDA may consider appropriate will be notified online at the time of bid opening. SRRDA's nominated representative will prepare the minutes of the online opening of Part II of Bids and upload the same for viewing online.

6.8 Evaluation of Part II Bids: Procurement Evaluation Committee will undertake evaluation of Part II bids in accordance with the provisions of the Bidding Documents, and complete the evaluation within five working days of the date of Part II bid opening.

6.8.1 During the detailed evaluation of Part II of Bids, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

6.8.2 The Evaluation Committee will evaluate and compare only the bids determined to be substantially responsive. In evaluating the bids, the Employer will determine for each bid, the evaluated bid price by adjusting the bid price through making an appropriate adjustment for any other acceptable variation, deviations or price modifications.

6.8.3 The Evaluation Committee will examine whether the Bid of the Bidder recommended for award is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract. If so, the Evaluation Committee may ask the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Evaluation Committee may require that the amount of the performance security specified in Clause 30 of ITB be increased to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

6.8.4 The Evaluation Committee will recommend award of the Contract to the Bidder whose Bid has been determined:

(i) to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 3, and (b) qualified in accordance with the provisions of ITB Clause 4; and

(ii) to meet the requirement of available bid capacity for construction works being equal to or more than the total bid value in accordance with ITB Clause 4.6.

6.8.5 If works are grouped in multiple contracts, SRRDA should evaluate and compare bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer duly taking into account discounts, if any, offered by the bidders in case of award of multiple contracts. If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the bidder's capacity to meet the aggregate of the qualifying criteria in accordance with ITB clause 4.4C.

## 6.9 Evaluation Report

6.9.1 An evaluation report of Part II Bids shall be prepared by the Procurement Evaluation Committee, as per format in Annex 7B, which would include chronologically events from the date of publication of the IFB till award recommendations are made. The Report shall be submitted to the CE(PMGSY)/CE(SRRDA) for approval. CE(PMGSY)/CE(SRRDA) will consider the report of the Evaluation Committee and give his decision within five days of receipt of report.

6.9.2 For projects funded by the World Bank/Asian Development Bank, the same formats (Annexes 7A & 7B) may be used for seeking the concurrence of the Bank.

6.9.3 The Evaluation Report shall also discuss whether any complaints were received during the bidding process and what action was taken. If the Evaluation Committee suspects any fraudulent or corrupt practices in connection with the bidding process, the Evaluation Report will bring out details of the same along with action proposed/recommended to be taken.

#### 6.10 Award of Contract

After the Bid Evaluation Report of Technical-Financial Part II of the bid has been approved by the competent authority, CE(PMGSY)/CE(SRRDA), should upload it on the website, as specified in the Complaint Handling Protocol, referred to above. The Protocol provides that if a bidder has any complaint after the opening or evaluation of Technical-Financial Part II of the bid, he should send the complaint to the authority inviting bids through e-mail or through manual means not later than 5 working days after the Evaluation Report has been uploaded.

SRRDA should register and acknowledge the complaint(s) received in reference to the Evaluation Report. Every effort must be made to consider, verify the facts and dispose of complaint(s) within a period of 5 days. SRRDA should ensure disposal of the complaint and a reply to the complainant before issuance of the Letter of Acceptance of bid. While issuing the Letter of Acceptance of bid, the selected bidder shall be asked to sign the contract agreement and furnish the required performance security within the stipulated time. The SRRDA would ensure that the Letter of Acceptance is issued well within the bid validity period.

#### 6.11 Completion of Documentation for signing of contract agreement

The PIU shall complete all documentation for signing of the contract agreement. This would include signing of each page of the contract documents, and verification of the genuineness of the performance security. With the signing of the agreement between the parties, the contract shall come into existence and shall be enforceable by law.

6.12 Failure of successful bidder to comply with the requirement of delivery of Performance Security of two and a half per cent of Contract Price plus additional security, if required, in case of an unbalanced bid shall constitute a breach of contract, and SRRDA may proceed with awarding the contract to the next ranked bidder. SRRDA shall also consider action to debar such successful bidder who fails to comply with the above requirements from participating in bids under PMGSY for a period of one year.

6.13 After Performance Security has been submitted by the successful bidder, SRRDA will promptly notify the other bidders that their bids have been unsuccessful, and arrange to return their Bid Securities soon thereafter.

#### 6.14 Information regarding disclosure on Contract award

SRRDA shall publish on the website of the e-tendering system and the website of the PIU result of the bidding process. Following information shall be published/ uploaded on the website(s):

- (a) Name of each bidder who submitted the bid.
- (b) Name of bidder whose bid was rejected during evaluation of Part I Bid and reasons for rejection.
- (c) Bid prices as announced online during the bid opening of Part II of the bids
- (d) Name of bidder and evaluated price of each bid.

- (e) Name of bidders whose bids were rejected during evaluation of Part II of the bids and reasons for their rejection.
- (f) Name of the bidder who has been awarded the work, the price offered and summary scope of the work.

6.15 Notice to Commence Work

6.15.1 After the contract has been signed between the parties and performance security deposited by the Contractor, the PIU may proceed with the issue of notice to the Contractor to proceed with the work. Such a notice may issue within two weeks of the signing of the contract and deposit of performance security.

6.15.2 The Employer may also require the Contractor to submit necessary work programme including the measures proposed by him for work zone safety and mitigation of environment impact as per the EMP forming part of the Contract.

## CHAPTER 7

### CONTRACT MANAGEMENT DURING WORKS IMPLEMENTATION

#### 7.1 Mobilization process

7.1.1 Once the contract has been signed between the Contractor and the PIU/SRRDA, the Contractor should visit the site along with an officer of the PIU to identify any potential problem in relation to the site availability.

7.1.2 The Contractor should proceed with the mobilization of men, materials and machinery in accordance with his work programme. This would include construction of labour huts, establishment of quality control laboratory, mobilization of labour, project manager, surveyors, engineers and equipments and machinery. The Contractor would also plan the procurement of materials required for various stages of the project. The work programme should be in accordance with the contract conditions.

#### 7.2 Advance payment

7.2.1 Advance payment<sup>8</sup> after the signing of the contract shall be given if provided in the contract on submission by the Contractor of an Unconditional Bank Guarantee in an acceptable form in amounts equal to the advance payment as under:

- (a) Mobilization advance of 5 percent of the contract price excluding the contract price for routine maintenance.
- (b) Equipment Advance 8 up to ninety percent of the cost of the new equipment brought to the site and fifty per cent of depreciated value of old equipment, subject to a maximum of ten percent of the contract price excluding the contract price for routine maintenance.

7.2.2 The advance for purchase of machinery shall be given only after the same has been brought to site. It may be preferable to release the advance for machinery against invoice through the bank to prevent its misuse by the Contractor.

#### 7.3 Availability of Site

It shall be ensured by the PIU that the site is made available to the Contractor seven days in advance of construction programme. At the start of the work, at least 75 percent of the site free of all encumbrances should be handed over and the remaining 25 percent of the site should be handed over as per Contractor's programme.

#### 7.4 Safety and Environmental Concerns

The PIU will ensure that environmental concerns are complied with by the Contractor

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8. This advance is not applicable for equipment already owned or hired / leased by the contractor

and taken care of. The safety of all activities on the site and safety of the labour should be ensured by the Contractor as per prevalent labour laws/regulations and the conditions of contract. The environment and social safeguards are detailed out in the NRRDA Environmental Codes of Practice (ECoP). The Contractor shall assign one of his senior personnel the responsibility of ensuring that the construction practices comply with the ECoPs provisions under intimation to the PIU. Annex 8 gives at a glance the coverage of various ECoPs and Annex 9 provides a summary of concerns and reference to ECoPs guidelines that shall need to be addressed by the Contractor during pre-construction and construction activities.

## 7.5 Commencement of work and Work Programme

7.5.1 The Contractor shall submit to the Engineer for approval a detailed work programme based on 'Microsoft Project' or any equivalent software for completion of work within stipulated time period. The timing of submission of the programme shall be as stipulated in the Contract Data by the Employer. It may preferably be kept as within four weeks from the issue of Letter of Acceptance.

7.5.2 All activities of the work shall be commenced accordingly and a watch over the monthly progress kept at PIU and SRRDA levels.

7.5.3 The Contractor will update the programme at intervals stipulated in the Contract Data and submit the same to the Engineer for approval. An interval of one month is recommended for uniform adoption by the SRRDA. The updated programme shall include all variations ordered by the Engineer and their effect, if any, on the programme.

7.5.4 If a compensation event occurs during the execution of the contract, the same shall be dealt within terms of Clause 40 of the Conditions of Contract. The Engineer will assess whether and by how much the intended completion date shall be extended.

## 7.6 Employer Supervision Process and Quality Monitoring

7.6.1 The Project Management Consultant shall support the SRRDA in monitoring various project related reports at the SRRDA level and for further timely submission to NRRDA.

The PIU shall submit the reports to the SRRDA on 5th of every month. The reports received from PIUs shall be scrutinized by the PMC, consolidated and sent to NRRDA by 10th of every month. The PMC shall also flag issues requiring corrective action and bring the same to the notice of CE (PMGSY) on 10th of every month.

SRRDA shall hold a meeting of the PIUs on 12th of every month to take stock of the progress in procurement and implementation of projects. Remedial actions, where required, shall be taken by the PIU/SRRDA.

7.6.2 Three tier of quality monitoring as detailed out in the Quality Assurance Hand Book (QAHB), Part I and II shall be followed. The first tier of quality monitoring is of critical importance, as this is being exercised at the execution stage. The second and third tiers are random checks on the performance at the first tier.

7.6.3 The PIU should ensure that the quality control laboratory of the Contractor at site

is fully established at the time of commencement of work. Suitable and qualified staff like materials engineer, lab technician, site engineer and project manager shall be employed by the Contractor as per the contract and requirements of the QAHB. The PIU shall satisfy itself on this important requirement. Quality control registers and frequency of tests to be carried out at first tier shall be adopted as per the laid down procedure for each work component. Second tier of independent quality control should be ensured by the SRRDA. The State Quality Monitor (SQM) shall upload the report as soon as he has inspected the works and submitted his report. The SRRDA and the PIU would also proceed with ensuring any further corrective action by the Contractor where found necessary.

7.6.4 The third tier of supervision by the NRRDA appointed National Quality Monitor (NQM) exists. The report prepared by the NQM shall be considered by the NRRDA for any further corrective action by the Contractor where found necessary.

#### 7.7 Work measurement process

7.7.1 The Contractor shall submit his monthly bill to the Engineer for the works executed during the month.

7.7.2 Interim payments during the progress of the work shall be made based on interim payment certificates issued by the Engineer. Such a certificate will be issued by the Engineer within 14 days of the receipt of Contractor's statement. The Employer shall pay the certified amount within 15 days of the date of each interim payment certificate issued by the Engineer. The following aspects shall be kept on record while making such payments:

- (a) The measurements for the particular reach / item shall be compared with those calculated from DPR.
- (b) The work is progressing as per work programme.
- (c) All mandatory quality control tests for the items of work for which the measurements are being made, have been carried out and these have been duly recorded by the Contractor's manager or site engineer and the PIU in the Quality Control Register Part I and that the test results are found to be satisfactory.
- (d) The Contractor is in compliance of all his obligations of environmental and social safeguards in terms of the contract.
- (e) The Contractor is in satisfactory compliance of all items of work which are specified to be incidental to work.
- (f) There is no breach of any conditions of the contract. Measurements for concealed items or items which shall not be visible in the final product shall be test checked by various supervising agencies of the PIU. Rest of the items which are open may be test checked 50% by AE and 10% by EE of the PIU, 10% by team leader of the supervision consultant, if the work is supervised by a consulting firm.



## 7.8 Interim Progress reporting

7.8.1 Progress of the packages shall be reported by each PIU by the 5th of every month online on format prescribed by the SRRDA. An indicative outline of the format is given in Annex 10. Also please refer para 12.6 in Chapter 12 for reporting of progress.

7.8.2 The progress of all contract packages in the State shall be consolidated at SRRDA level and conveyed to the NRRDA and uploaded on the website of the SRRDA.

## 7.9 Handling Variation Orders

7.9.1 The works shall be executed by the Contractor in accordance with approved drawings and specifications. Normally, there should be no need for variations. However, if there is need for change in scope of work due to unforeseen reasons or otherwise, the Engineer shall consider and issue instructions in writing. For execution of items involving variation orders, the following procedure may be followed:

- (a) The rates for variation items may be fixed in terms of GCC Clauses 36.1 and 36.2 of the Contract. However, where rates cannot be so determined, the Contractor shall provide the Engineer with proposal containing technical aspects and financial amount proposed for carrying out the extra items, when requested to do so by the Engineer, duly supported by his analysis of rates. The proposal shall be given within 14 days of the request. The proposal shall be examined by the Engineer who will determine the rate keeping in view the provisions of the Contract and prevailing market rates in line with GCC Clause 36.3. The Engineer will submit his assessment for consideration and approval of the competent authority as per the delegation of powers of the State. The extra items would be ordered by the Engineer only upon approval of the competent authority.
- (b) If the proposal of the Contractor is found to be unreasonable by the Engineer, he may order the extra items and make changes in the contract price which shall be based on Engineer's own forecast of the effect of extra items on Contractor's estimate and approval by the competent authority as per the delegation of powers of the state.
- (c) In terms of GCC Clause 36.3, the decision of the Engineer on the rate(s) so determined shall be final and binding on the Contractor.

## 7.10 Interim acceptance and Payment Certification

After interim acceptance of the work executed and the measurement process has been completed, the certification for payment shall be made by the Engineer based on the BOQ item rates duly accounting for deductions on account of the advance payment, performance security, retention money and other mandatory taxes.

## 7.11 Liquidated damages

The Contractor shall be liable to pay the Liquidated Damages for delay caused by

him in completion of works by the Intended Completion Date or any extension of time granted by the Employer. This will also apply to sections/milestones as specified in the General Conditions of Contract.

#### 7.12 Notice of completion of construction

The Contractor on satisfactory completion of the construction work as per drawings and specifications shall give a notice to the Engineer/PIU intimating the final completion of the work.

#### 7.13 Issue of Completion Certificate for Construction

7.13.1 On receipt of the notice of completion of construction works, the Engineer shall within 7 days, make a detailed inspection of the site and prepare a list of defects and deficiencies in the work and inform the Contractor in writing accordingly. The Contractor shall within 15 days thereafter rectify all defects and deficiencies and intimate in writing to the Engineer. If rectification of any defect requires more time, the Contractor will make a request accordingly with reasons for additional time needed. The Engineer shall intimate his decision on the same within three days.

7.13.2 The Engineer on receipt of intimation that the defects and deficiencies have been rectified by the Contractor shall again inspect the works. In case the rectification work has been done, the final completion certificate may be issued. The format proposed is given in Annex 11.

7.13.3 The Contractor should be advised to submit the following documents as well at the time of his request for completion certificate:

- (i) Completion drawings of the entire project.
- (ii) Videography of the road works covering various phases of the project

#### 7.14 Final Payment Process

7.14.1 The Contractor shall submit a final financial statement to the Engineer within 21 days of issue of completion certificate.

7.14.2 The Engineer shall scrutinize the financial statement of the Contractor and certify the payment due to the Contractor within 42 days of receiving the Contractor's account if it is correct and complete. Otherwise, the Engineer would point out the requirements of corrections as found necessary. The Contractor's revised statement would be again subject to scrutiny by the Engineer and in case the same is found to be still unsatisfactory, the Engineer shall decide on the amount payable to the Contractor and issue the payment certificate within 28 days of receiving the Contractor's revised account. The final payment for construction works shall be made within 14 days thereafter.

7.14.3 In case the final statement of account is not received from the Contractor within 21 days of the issue of Certificate of Completion, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

## CHAPTER 8

### CONTRACT MANAGEMENT DURING DEFECT LIABILITY AND ROUTINE MAINTENANCE

#### 8.1 Implementation of Defect Liability events.

Contracts under PMGSY will not only be construction contracts but will also include rectification of defects and routine maintenance of the project for 5 years. The Contractor will be required to attend to the defects during the Defect Liability period. The Contractor is also required to carry out routine maintenance of the work executed by him during the maintenance period of 5 years.

#### 8.2 Meeting the defect repair standards.

8.2.1 The Engineer or his representative shall undertake regular inspection of the road, at least once in a month and prepare an Inspection Report highlighting the defects and deficiencies noticed during such inspections.

8.2.2 The Engineer shall issue written notices to the Contractor to correct the defects and deficiencies noticed during the defect liability period and ask the Contractor to rectify the same within four weeks i.e before the next monthly inspection. In case the time required for rectification is more than four weeks, the Contractor will submit his proposed period with reasons in support thereof. The assessment of the Engineer will be final and binding on the Contractor. If the defects are not satisfactorily rectified within the given time period, the PIU will get the defects rectified at the risk and cost of the Contractor in terms of the contract.

8.2.3 The failure of the Contractor to correct the defects within the time determined by the Engineer, shall also amount to fundamental breach of the contract, and may make the Contractor liable for termination of the contract and forfeiture of the performance security.

#### 8.3 Establishing Routine Maintenance program.

8.3.1 As per PMGSY guidelines, State Governments are required to undertake the maintenance of the entire core network, particularly the roads constructed/upgraded under the PMGSY. To achieve this, the State Governments are expected to develop a sustainable source of funding of the maintenance program. The State Governments are also required to establish a "Road Maintenance and Management System" at the SRRDA level.

8.3.2 The Rural Roads Manual IRC:SP:20 gives details of various maintenance operations in Chapter 11 which may be referred to for guidance by the SRRDAs.

#### 8.4 Supervision process for Routine Maintenance.

8.4.1 The routine maintenance programme shall be as indicated in Annex 12. This is as per the requirements included in the Model Bidding Document of the NRRDA.

8.4.2 The Contractor shall do routine maintenance of roads including pavements, road side and cross drains to the required standards and keep the entire road surface and structures in traffic worthy condition during the entire period of five years.

8.4.3 The routine maintenance standards shall meet the following requirements:

- (i) Potholes on the road surface to be repaired soon after these appear or brought to the notice of Contractor during monthly inspection or earlier by the Engineer.
- (ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- (iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- (iv) Cleaning of culverts and pits to improve flow of water.
- (v) Regular maintenance of road signs, pavement markings and other road furniture.
- (vi) Any other maintenance operation required to keep the road traffic worthy at all times during maintenance period.

8.4.4 To fulfill the above objective, the Contractor shall undertake detailed inspection along with JE/AE of the PIU at least once in a month. The Engineer may increase this frequency in case of an emergency. The Contractor shall submit to the Engineer the record of inspection and rectifications carried out each month.

8.4.5 The Contractor shall also display his calendar of proposed routine maintenance activities at site year by year. A suggested format for this purpose is given in Annex 13.

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

8.4.7 A maintenance log book for each contract package shall be maintained. The date of inspection, defect, and deficiencies noticed during inspection and whether defects rectified or not shall be recorded in this log book.

8.5 Submission of maintenance invoices and payment process

8.5.1 The maintenance invoices shall be submitted by the Contractor to the Engineer every month, accompanied by the maintenance log book and the routine inspection card. The payment shall be made six monthly for the maintenance bills submitted.

8.5.2 The PIU and the Engineer shall verify that the Contractor has carried out the activities as advised during inspection and has rectified the deficiencies brought to his notice. If the Contractor has failed to carry out any item of maintenance work, it would constitute a default and would be dealt with in terms of the conditions of contract.

## CHAPTER 9

### DISPUTE RESOLUTION PROCESS

9.1 Every effort should be made by the Employer, the Engineer and the Contractor to cooperate with each other in smooth execution of the Contract. Due diligence in preparation of good DPR and unambiguous wordings in the BOQ, bid data sheet, contract data also reduce the opportunities for avoidable disputes. Timely handing over of the site free from encumbrances is another area of concern. During execution, the speedy resolution of bottlenecks arising for whatever reason and timely payments to the Contractor to provide him with a reasonable cash flow would help not only in speedy execution but also in reducing the possibility of disputes being raised by the Contractor. Both the Contractor and the Employer should always be willing to endeavour to resolve any potential dispute or difference through mutual consultation.

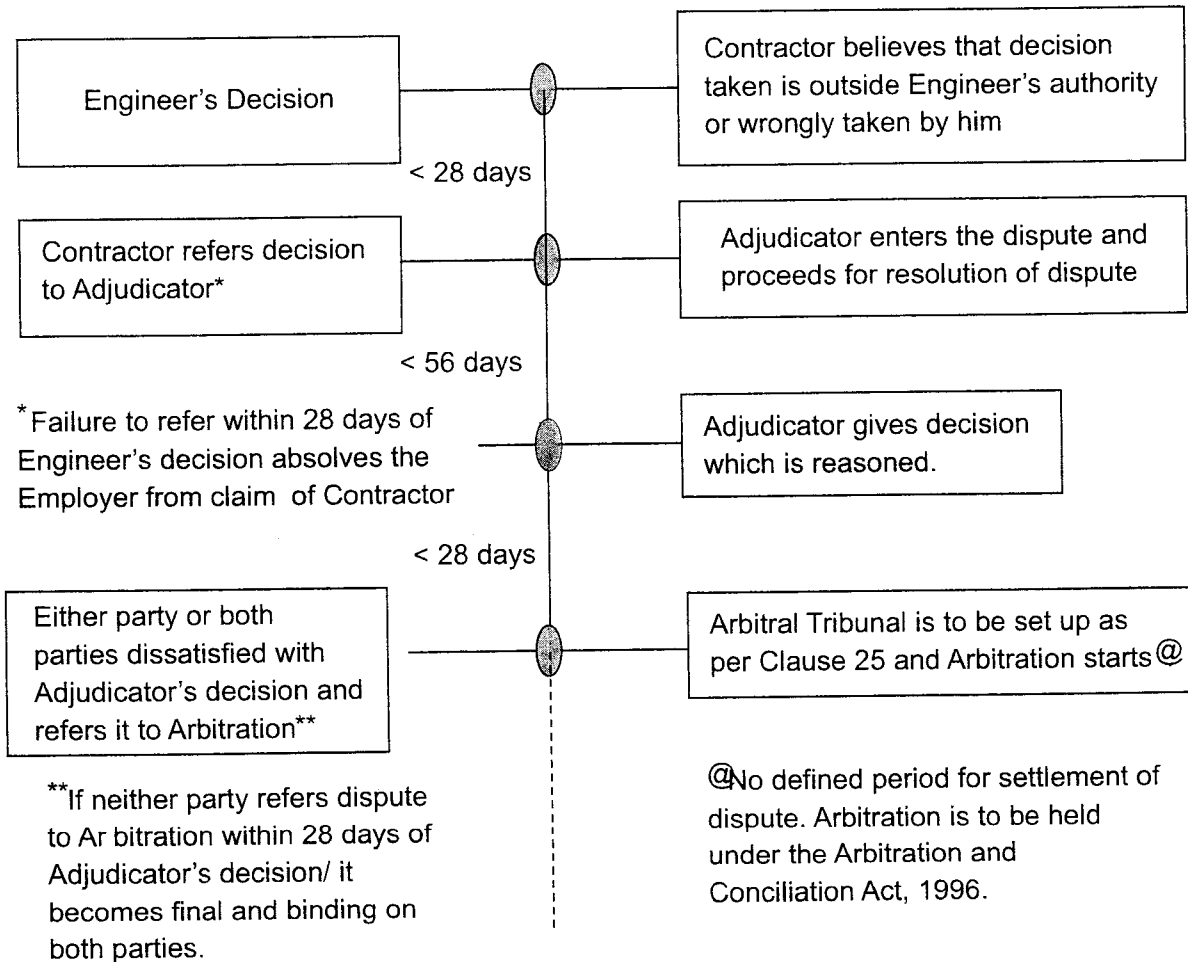
9.2 However, a situation can arise that the Contractor is not satisfied with a decision of the Engineer. The former can then refer the matter for resolution of the dispute in terms of the contract. The process is briefly illustrated in Figure 9.1.

9.3 The salient provisions for dispute resolution are:

- (i) The Contractor would refer the decision of the Engineer to the Adjudicator within 28 days of the notification of the Engineer's decision.
- (ii) Any failure on the part of the Contractor to refer the matter within the said period above will absolve the Employer from all responsibility including financial claim.
- (iii) The Adjudicator is given a total period of 56 days to provide his decision in the matter. His decision needs to be supported with reasons. It will facilitate matters if the Contractor while referring the dispute to the Adjudicator provides all supporting documents along with his statement of claim to the Adjudicator with a copy each to the Employer and the Engineer.
- (iv) The Contract document is silent on the procedure to be adopted by the Adjudicator in performing his functions to arrive at the decision. Based on good industry practice, draft of procedure for the functions of the Adjudicator is provided in Annex 14, which may be considered by the SRRDAs for inclusion in the Contract Data Sheet.
- (v) Normal expectation is that the parties would accept the decision of the Adjudicator. However, in case any party is dissatisfied with the decision of the Adjudicator, it is free to refer the matter to arbitration within 28 days of the Adjudicator's written decision.
- (vi) If neither party refers the dispute to Arbitration within the said 28 days referred to in (v) above, the Adjudicator's decision will be final and binding on both the parties.

- (vii) When the matter gets referred to Arbitration, the same is to be conducted under the Arbitration and Conciliation Act, 1996 and in accordance with the provisions of the Contract (refer Clause 25 of GCC.)

**Figure 9.1: Dispute Resolution Process  
(Clauses 24 and 25 of Contract)  
Sequence of Events**



#### 9.4 Adjudication

9.4.1 The Adjudicator shall be a person experienced with the type of construction and services involved in the Contract and with the interpretation of the contractual documents. The name of the Adjudicator shall be proposed by the Employer at the time of inviting bids. The bidder (it will include the prospective Contractor) is free to disagree on the proposed name and in that case he is to propose another person. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, then upon the request of either or both parties, the Adjudicator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.

9.4.2. In the event of death, disability, or resignation of the Adjudicator, or when the Employer and the Contractor jointly agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract, the latter shall be replaced by agreement between the Employer and the Contractor. It is recommended that the replacement by the parties may be made within 28 days after the event giving rise to the need for a replacement. In case of disagreement between the parties, either or both parties would request the Appointing Authority 9 specified in the Contract Data in reference to GCC clause 25.3 within thirty days of such disagreement. The Appointing Authority<sup>9</sup> shall designate the Adjudicator within 14 days of the receipt of such request.

9.4.3 If either the Employer or the Contractor is dissatisfied with any decision of the Adjudicator, then either the Employer or the Contractor may, within 28 days after receipt of the decision, give notice to the other party of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party to commence arbitration.

However, if no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor within 28 days after the parties received the decision from the Adjudicator, the Adjudicator's decision shall become final and binding upon both the parties.

9.4.4 All decisions that become final and binding should be implemented by the parties forthwith.

## 9.5 Arbitration

9.5.1 Where the Initial Contract Price as mentioned in the Letter of Acceptance is more than Rs. 10 crore, the Arbitration, invoked in terms of Clause 25.2 of the contract shall be conducted in accordance with the following procedure:

- (a) In case of a decision of the Adjudicator in a Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with the Contract Agreement, such dispute or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996 and the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.

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9. ITB Clause 32.1 specifies Chairman of the Executive Committee of the Indian roads Congress as the Appointing Authority for the Adjudicator. For the sake of consistency, same Authority may be specified in the Contract Data too in reference to GCC clause 25.3.

(b) If one of the parties fails to appoint its Arbitrator in pursuance of (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Chairman of the Executive Committee of Indian Roads Congress shall appoint the Arbitrator.

(c) A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.

(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.

9.5.2 Where the Initial Contract Price as mentioned in the Letter of Acceptance is Rs. 10 crore and below, and Arbitration is invoked in terms of Clause 25.2 of the Contract, the matter will be referred to a sole Arbitrator. The sole Arbitrator would be appointed by agreement between the parties; failing such agreement, within 28 days of the reference to arbitration by the appointing authority, namely the Chairman of the Executive Committee of the Indian Roads Congress.

9.5.3 Arbitration proceedings shall be held at a place mentioned in the Contract Data, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English.

9.6 Both parties shall be aware that the performance under the contract shall continue, notwithstanding the reference of the dispute to the Adjudicator or to the Arbitration. The Employer shall ensure that no payments to the Contractor are withheld by him unless they are subject matter of dispute/arbitration proceedings.

9.7 Every effort shall be made by each party and the Engineer that the progress of the work does not suffer and cordiality of relations is maintained.



## CHAPTER 10

### DOCUMENTATION

10.1 Proper documentation of procurement and contract management activities is a critical element in implementation of rural roads programmes. It also provides lessons to the planners for proper, cost effective and timely preparation and implementation of future projects. NRRDA is the central agency for the overall planning, management oversight and co-ordination of the PMGSY Program throughout the country. In states, SRRDAs have been set up with the mandate of conducting all the functions such as planning, development of plans, preparation of projects, execution of works, financial and quality control. Thus SRRDA is fully responsible for overall planning, procurement and implementation of the PMGSY program in the state. In the states, one or more departments like Public Works Department, Rural Engineering Services/Organization etc have been declared as the implementing agencies for the PMGSY.

10.2 It is proposed that the following documentation may be kept at the PIU level for each contract package

- (a) Procurement of works up to the stage of Award of work
  - (i) Copy of procurement plan for the PIU approved by the SRRDA headquarters.
  - (ii) Copy of e-procurement notice.
  - (iii) Copy of report of procurement evaluation committee on Part I and Part II of the bids.
  - (iv) Copies of complaints received on procurement and the clarifications provided by the PIU on the complaints.
  - (v) Copy of Letter of Acceptance issued to the selected bidder.
  - (vi) Copy of Contract Agreement signed with the Contractor.
  - (vii) One folder containing all correspondence relating to procurement activities up to the stage of work award.
- (b) Execution of construction works
  - (i) Copies of monthly progress reports for works included in the contract package.
  - (ii) Copies of quality control report of the SQMs.
  - (iii) Copies of quality control report of the NQMs.
  - (iv) Copies of certificate of completion issued for works included in the contract package.

- (v) Copies of decision on disputes referred to the Adjudicator.
  - (vi) copies of award made by the Arbitral Tribunal on disputes referred to it.
- (c) Execution of Routine Maintenance Works
- (i) Copies of monthly inspection report by the PIU during maintenance and defect liability period.
  - (ii) Copies of notice issued to the Contractor for rectification of defects and compliance by the Contractor.
  - (iii) Copies of certificate of completion of routine maintenance.

10.3 It is proposed that the following documentation may be kept in the procurement unit at the SRRDA HQr level, separately for each PIU.

- (a) Procurement of works up to the stage of award of work
- (i) copies of procurement plan.
  - (ii) copies of procurement evaluation reports.
  - (iii) copies of complaints received from the complainants and replies sent there to.
  - (iv) copies of letter of acceptance to the selected bidder.
- (b) Execution of construction work
- (i) Copies of monthly progress reports.
  - (ii) Copies of quality control reports of SQMs.
  - (iii) Copies of quality control reports of NQMs.
  - (iv) Copies of certificate of completion issued for works included in the contract package.
  - (v) Copies of decision of the Adjudicator.
  - (vi) Copies of the award made by the Arbitral Tribunal.
- (c) Execution of maintenance works
- (i) Copies of notice issued to contractors for rectification of defects and compliance by the contractors.
  - (ii) Copies of certificate of completion issued for works of routine maintenance included in the contract package.
- (d) Other documents
- (i) Copies of instances noticed by the SRRDA regarding fraud and corruption.

- (ii) Copies of reports issued by the Chartered Accountant.
- (iii) Copies of reports issued by the Performance Audit Consultants and the CAG.
- (iv) Copies of reports regarding selection of consultants.
- (v) Copies of reports containing calendar of training and capacity building of the staff.
- (vi) Copies of all correspondence with the World Bank or Asian Development Bank as per their requirements.

10.4 The following documentation may be kept at the NRRDA level for each state

- (i) Copies of procurement plan for each state.
- (ii) Copies of six monthly reports by SRRDA on achievements with respect to the procurement plan of the state.
- (iii) Copies of approval of the empowered committee of MORD on the project estimates for PMGSY for proceeding with procurement of works.
- (iv) Copies of action taken report, six monthly, by the states on instances noticed by the SRRDA regarding fraud and corruption.
- (v) Copies of reports issued by the Chartered Accountant.
- (vi) Copies of reports issued by the Performance Audit Consultants and the CAG.
- (vii) Copies of procurement of services of training consultant.
- (viii) Copies of reports of training and capacity building of the SRRDAs and officers of the NRRDA/MORD.
- (ix) Copies of correspondence with the World Bank/Asian Development Bank as per their requirements.

## CHAPTER 11

### CAPACITY BUILDING AND SKILLS DEVELOPMENT

#### 11.1 Training in Procurement and Contract Management

Capacity building of various stakeholders in the road sector is posing one of the formidable challenges to meet the needs of several ambitious programmes including the Pradhan Mantri Gram Sadak Yojana. While the NRRDA and the states have taken several measures to increase the participation of the officers of the implementing agencies in skill enhancement in several areas of core processes involved, a dedicated focus on procurement process, procurement planning and preparation of bid documents needs to be provided. Side by side, attention is also required for contract management during execution of works and routine maintenance. Every state needs to prepare a training plan for various levels of officers in area of procurement and contract management and tie-up with various training providers in the country. The CE (PMGSY)/CE (SRRDA) may designate one Superintending Engineer at Headquarters to be responsible for training in addition to his current duties. An officer at Assistant Engineer level may be exclusively earmarked for assisting the SE in this task.

#### 11.2 Training Institutions and Need Assessment

11.2.1 At the national level, there is Indian Academy of Highway Engineers, IAHE (formerly NITHE) as an apex training institution. The NRRDA and the states have been utilising the services of this institute in training of staff in various programmes of PMGSY and rural roads. The NRRDA may be the nodal agency for guiding the states in development of training plans for the entire PMGSY programmes including procurement and contract management. The IAHE may be requested to formulate a detailed course syllabus and different training modules for staff of implementing agencies at different levels in consultation with the domain experts, Director (Projects) and Director (Technical) NRRDA. This Manual itself would be a good reference to develop the training modules. The IAHE may also prepare a directory of domain experts to give lectures. Apart from IAHE, there are a number of state level institutions including SIRDs, NAC Hyderabad, Administrative training centres. Their infrastructure can also be availed of. For this, the guest faculty across the country needs to be identified and be provided. Special lectures also need to be arranged from international experts.

11.2.2 For assessment of training needs for the states, the services of consultants, if required, could be procured by the NRRDA.

#### 11.3 Training Programmes and Schedules

11.3.1 The training programme and schedule for the staff of SRRDA may be drawn up in blocks of six months (1st April to 30th September and 1st October to 31st March) and details of training providers and names of staff at various levels to undergo training decided by end February and end August each year.

11.3.2 Broad coverage of training in procurement and contract management for the road agencies may be as under:

- A. Part I: Procurement Process.
  - (a) Preparation of sound DPRs.
  - (b) Overview of MBD with special reference to ITB, GCC, governance and transparency.
  - (c) Project specific requirements in bid data sheet, contract data, special conditions of contract.
  - (d) Incorporation of BOQ in bid documents.
  - (e) Scrutiny of documents submitted by bidders.
  - (f) Determination of responsiveness of bidders.
  - (g) Technical and financial evaluation of bids.
  - (h) Dealing with complaints from bidders and/or other persons.
  - (i) Procurement planning and packaging of projects and procurement process.
- B. Part II: Contract Management
  - (a) Contract administration.
  - (b) Environment and social safeguards.
  - (c) Management meetings with consultants and contractors during execution and resolution of problems being faced.
  - (d) Specifications for rural roads.
  - (e) System of quality control, measurement of quantities and payment certificates.
  - (f) Dispute Resolution Mechanism and provisions of Arbitration and Conciliation Act, 1996.
  - (g) Handling of Contractor's references for claims and disputes
  - (h) Case studies

11.3.3 The duration of the training programme may be as under:

- (a) Superintending Engineers – 2 to 3 days
- (b) Executive Engineers – 6 days
- (c) Assistant Engineers, Junior Engineers – 5 days Part I and 5 days Part II. The training module for Part I should include field work for topographic survey work. The training module for Part II should include field work for quality control tests.

The Chief Engineers may like to benefit by joining the programme meant for Superintending Engineers. For AEs/JEs, Part I and Part II can be delivered at different times in case it is not possible to spare them for two continuous weeks.

11.3.4 A training module may also be designed for the benefit of SQMs and NQMs who are to serve as second and third tier of quality control during execution of works. The broad coverage could be:

- (a) Environment and social safeguards.
- (b) Specifications for rural road works.
- (c) Quality control requirements as per Quality Assurance Hand Book of the MORD for rural roads.
- (d) Set up of Field Laboratory with testing equipment and registers of test records.

The duration of the programme may be three days.

11.3.5 A training module may be designed for the benefit of contractors in preparation of bids in response to invitation of bids. The broad coverage could be:

- (a) Overview of MBD – ITB, GCC, covering particularly, the procedure of electronic bidding, Preparation & uploading of the Bid Evaluation Reports and the Complaint Handling Mechanism.
- (b) Provisions in bid data sheet, contract data and special conditions of contract.
- (c) Attention to Qualification Information and Conflict of Interest.
- (d) Labour laws including provision of payments of welfare cess under the Building and Other Construction Workers' Welfare Cess Act 1996.
- (e) Understanding of BOQ and calculation of item rates.

The duration of the programme may be two days.

11.3.6 A special programme may be designed for training of site managers and engineers of contractors for smooth and quality execution of works. Such a training module may be formulated in consultation with the construction contractors association. Broadly, it could cover:

- (a) Quality control requirements as per QAHB of the MORD for rural roads including maintenance of quality control test records.
- (b) Understanding of Book of Specifications of NRRDA, MORD for rural roads.
- (c) Special attention to Environment Management Plan and ESMF safeguards.
- (d) Safety, health and environment at work place and labour regulations.

- (e) Conditions of contract and obligations of parties.
- (f) Preparation of works programme and scheduling of resources of manpower, materials and machinery.
- (g) Preparing requests for inspection for submission to the Engineer and participation in management meetings.
- (h) Preparing proposals for variations where so instructed by the Engineer.
- (i) Notification and submission of claims for resolution as per conditions of contract.

The duration of the programme may be six days.

## CHAPTER 12

### PROCUREMENT MONITORING AND REPORTING

12.1 For successful implementation of the project, procurement planning is of utmost importance as the procurement of works plays the key role for the proper, cost efficient and timely implementation of the project. Activities concerning to Procurement are carried out at different levels right from PIU to NRRDA like selection of roads, preparation of DPRs at District level/ PIU, checking and review of DPRs at state level, sanction of DPRs at NRRDA level, preparation/finalization of packaging of works, preparation of Bidding Document, preparation and issuing IFB, evaluation of technical and financial bids and acceptance of bids with the approval of SRRDA by the Chief Engineers of the Implementing agencies, who act as the Employer for the Contracts.

12.2 Procurement of works being multilevel task requires thorough monitoring. Monitoring is only possible, if a proper procurement plan with reporting responsibilities is pre-decided. Proper procurement reporting system shall be followed for cost effective and timely implementation of the PMGSY Programme.

12.3 For successful monitoring and reporting of procurement activities, the PIU and Procurement Management Unit of the SRRDA shall be responsible for procurement planning, technical and financial evaluation of bids, procurement reviews/audits, procurement documentation and filing system. Proper training arrangements shall be made for staff members as well as for contractors to make them aware of the process of calculation of item rates, understand contract conditions and for submission of bids.

12.4 On completion of procurement process, i.e. on signing of contract agreement for the package in question, the PIU shall provide information regarding time taken in preparation of project estimates (DPRs), preparation of bid documents, evaluation of bids, issue of letter of acceptance and extent of competition generated. For this, formats given in Annexes 15 and 16 may be adopted. This would help in setting up benchmarks for performance in due course.

12.5 Procurement reporting system at different levels.

- (i) A well defined system of procurement reporting shall be followed for different levels i.e. NRRDA, SRRDA, Implementing Agencies i.e. Employer, PIU (refer Chapter 10).
- (ii) Procurement plans shall be developed at Employer's level with the support of PIU.
- (ii) Procurement plans shall be monitored at all levels.
- (iv) Procurement plans shall be finalized with the approval of the SRRDA. Action on the approved plans shall be monitored by the Project Management Unit.
- (v) Chief Engineer (SRRDA) shall be responsible for the monitoring of the



Procurement plans as well as procurement reviews/audits, documentation and filing system.

- (vi) All procurement activities shall be reported by the CE(PMGSY)/ CE (SRRDA) to NRRDA regularly as per current practice.

## 12.6 Contents, Format and Frequency of Progress Reports

12.6.1 Formats for monitoring /reviews on monthly, quarterly and yearly basis are already in practice in each SRRDA.

12.6.2 List of Contractors with size and capacity shall be prepared every year by SRRDA with the help of PIUs.

12.6.3 It shall be the responsibility of the PIU and the SRRDA to send the following reports concerning the procurement and implementation of the works as per the required frequency to the NRRDA for information and suitable action:

S.No.	Report	Action to be taken by	Annex
1.	Monthly Progress Report	PIU	17
2.	Monthly Physical & Financial Progress	PIU / SRRDA	18
3.	Monthly Progress for Habitations and Upgradation	PIU / SRRDA	19
4.	Quarterly Progress of works sanctioned	PIU / SRRDA	20
5.	Quarterly Progress for Maintenance Funds	PIU / SRRDA	21
6.	Quarterly Statement of Final Payments	PIU / SRRDA	22
7.	Quarterly Monitoring of first tier of Quality Mechanism	PIU / SRRDA	23
8.	Quarterly Monitoring of second tier of Quality Mechanism	PIU / SRRDA	24
9.	Quarterly Action taken reports on NQM Observations	PIU / SRRDA	25
10.	Half Yearly Monitoring of Delay in Award of Contracts	SRRDA	26
11.	Half Yearly Monitoring of Delay in Completion of Contracts	SRRDA	27
12.	Annual Reporting of projected completion plan	SRRDA	28
13.	Annual Reporting of Disciplinary Action Taken	SRRDA	29
14.	Annual Reporting of Action Taken against Contractor.	PIU / SRRDA	30
15.	Performance Output Matrix	SRRDA/NRRDA	31
16.	Contribution of state share in the programme fund	SRRDA/NRRDA (half yearly)	32
17.	Action Taken Report of the Pending Reports of NQMs	SRRDA/NRRDA	33

Annexes 17 to 33 give the current formats in practice under the PMGSY programme.

12.7 Responsibility for review of reports and taking actions

- (i) Proper review of procurement related activities shall be carried out by the CE (PMGSY)/CE(SRRDA) on a monthly basis.
- (ii) On the basis of periodical reviews by the CE (PMGSY)/CE (SRRDA), the procurement plans shall be revised and action taken reports shall be prepared by the PIUs for review by SRRDA/NRRDA.
- (iii) Six monthly review of procurement related activities shall be undertaken at NRRDA level.

## COMPLAINT HANDLING PROTOCOL FOR E-PROCUREMENT

Background of Bid Submission and Evaluation: Under the e-procurement, the bidder submits its Technical Bid Part I electronically. A summary of opening technical part I of the bid is generated on the website for viewing by the bidders. It has been provided that the Employer will complete the process of evaluation of the technical bids within five working days of date of bid opening and a list of bidders who qualify the technical part of the bid would be drawn. The bid evaluation report for technical part I of the bid is required to be uploaded by the employer on the website for at least five working days before the opening of the Technical-Financial Part II of the bid. This report will have details about bidders who have qualified the technical part of the bid and also the details about bidders who have not qualified including the reasons for not qualifying. The technical-financial Part II of the bid is opened and part II bid opening summary is generated on the website for viewing by the bidders. After evaluation of technical-financial Part II, bid evaluation report for technical-financial Part II is uploaded on the website.

The bidder may have queries, clarifications or complaints at the time of or before bid submission. The e-procurement website provides for online clarification which is detailed in Clause 9.1 of ITB in the Model Bidding Document.

If the bidder has any complaint after the opening or evaluation of technical Part I of the bid but 5 days before opening of financial bid, the bidder would be able to send the complaint to the authority inviting bids through email or through manual means not later than 5 working days after the opening of technical Part I of the bid. The employer would be required to register and acknowledge the complaint. The employer shall ensure the disposal and reply of the complaint before opening the financial bid.

If the bidder has any complaint after the opening or evaluation of technical-financial Part II of the bid, the bidder would be able to send the complaint to the authority inviting bids through email or through manual means not later than 5 working days after the publication of evaluation report of technical-financial Part II of the bid. The employer would be required to register and acknowledge the complaint. The employer shall ensure the disposal and reply of the complaint before issue of letter of award/work order.

The State should clearly notify on the Home page of the e-procurement website of the respective States, the names of the officers along with their contact details to whom the complaint can be made by the bidders.

## PROCUREMENT PLAN FOR PMGSY WORKS

As on \_\_\_\_\_ (Date)

State:

S. No.	Name/Location of PIU*	Contract Package Number	Description of works	Estimated Cost of works (Rs. crore)	Date of sanction of estimates by MORD	Date of approval of bid document by SRRDA	Likely date of issue of NIT	Likely date of submission of bids	Likely date by which bid evaluation would be completed by PEC	Likely date of approval of bid evaluation report by SRRDA	Likely date of signing of contract agreement
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

\* The proforma may be prepared PIU wise by the SRRDA headquarters and updated every month.

## PROCEDURE APPLICABLE TO WORLD BANK FUNDED PROCUREMENT

### 1. General

1.1 The Government of India, Ministry of Rural Development has received a credit/loan (Ln 7995-IN, Cr. 4848-IN, Cr. 4849-IN) of US\$ 1500 million from the International Development Association/International Bank for Reconstruction and Development for the implementation of Rural Roads Project under the Pradhan Mantri Gram Sadak Yojana (PMGSY).

1.2 The Project will support implementation of the PMGSY program over a five-year period in seven participating states. The participating states are Punjab, Himachal Pradesh, Rajasthan, Uttar Pradesh, Uttarakhand, Jharkhand, and Meghalaya. It is estimated that 8,200 eligible habitations will be connected through construction of 24,200 km of new all season roads and upgrading of rural through routes.

1.3 The Project is structured under two components:

**Component A** – PMGSY Program financing (US\$1,440 million, WB) contributes to the finance of civil works expenditures in the seven participating states associated with providing new all-weather access to unconnected habitations and upgrading key through routes in rural areas.

**Component B** – Institutional strengthening (US\$60 million, WB) supports a Technical Assistance Program designed to strengthen the capacity of relevant agencies to implement the program.

### 2. Procurement

2.1 All procurement of civil works under Component A (estimated to cost up to equivalent of US\$ 10 million per contract) will be carried out through National Competitive Bidding (NCB) following e-procurement system. A Model Bidding Document has been agreed between the World Bank and NRRDA which will be used for all civil works procurement under the project. This is a harmonized bidding document which will be used by the SRRDAs for all contracts whether financed by Government's own resources or World Bank's Loan/Credit funds, with a stipulation that contracts funded under the World Bank financing shall include in the bidding documents specific provisions indicated in the Annex to the said documents.

2.2 For contracts funded under the World Bank financing, Procurement of Goods and Works will be carried out in accordance with the World Bank's "Guidelines: Procurement under IBRD loans and IDA credits" dated May 2004, revised October 2006, revised May 2010 and the procedures contained in this Manual. The Project will also hire Consultants, as for instance States will hire Project Management Consultants and NRRDA will hire Performance Audit Consultant. Procurement of consulting services will be carried out in accordance with the World Bank's "Guidelines: Selection and Employment of Consultants by World Bank Borrowers, May 2004, revised October 2006, revised May 2010 (Consultant Guidelines)".

## 2.3 Methods of Procurement

The Financing Agreement signed by the Government of India with the World Bank in January 2011, stipulates following methods of procurement.

### 2.3.1 Procurement of Goods and Works

#### (a) International Competitive Bidding

Except as otherwise provided in the paragraph below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

#### (b) Other Methods of Procurement

Following table specifies methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) National Competitive Bidding (NCB) (subject to the additional provisions agreed upon from time to time and referred to in the Procurement Plan – detailed in Para 4 below)  The two part bidding process for civil works based on NCB may be used in the Participating States subject to the following conditions: (i) civil works contracts shall be procured based on bids submitted through standardized e-procurement system agreed with the World Bank; (ii) the first part shall comprise predominantly the eligibility and qualification requirements of bidders, and the second one shall comprise technical-financial part of the bid; and (iii) only the model bidding document agreed to between the NRRDA and the Bank shall be used.
(b) Shopping
(c) Direct Contracting

### 2.3.2 Procurement of Consulting Services

#### (a) Quality and Cost-based Selection

Except as otherwise provided in the paragraph below, consulting services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

#### (b) Other Methods of Procurement of Consulting Services

Following table specifies methods of procurement, other than Quality- and Cost-

based Selection, which may be used for consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

- [i] Quality-Based Selection
- [ii] Selection under a Fixed Budget
- [iii] Least Cost Selection
- [iv] Selection based on Consultant's Qualifications
- [v] Single Source Selection
- [vi] Selection of Individual Consultants as per paragraphs 5.2 and 5.3 of the Consultant Guidelines
- [vii] Sole Source Selection of Individual Consultants

2.3.3 In case of procurement of Goods and Works under International Competitive Bidding, the SRRDAs shall use the World Bank's Standard Bidding Documents, and follow the Bank's Procurement Guidelines May 2004, revised October 2006, revised May 2010. For procurement of Consulting Services, SRRDAs shall use the World Bank's Standard RFP and follow the Bank's Consultant Guidelines May 2004, revised October 2006, revised May 2010.

2.3.4 In accordance with the Procurement Guidelines, Procurement Plan was prepared by NRRDA in consultation with SRRDAs and agreed with the Bank before the Loan Negotiations, setting forth the Works, Goods and Consulting Services which will be procured in the initial 18 months of the Project. The Procurement Plan will be updated annually or as needed throughout the duration of the project.

**3. Review of Procurement Decisions**

The Procurement Plan agreed with the Bank specifies contracts which will be subject to Prior Review by the Bank. All other contracts will be subject to Post Review by the Bank. The prior review thresholds specified in the Procurement Plan are tabulated below.

**II. Goods and Civil Works**

SN	Expenditure Category	Procurement Method	Prior Review Threshold (US\$)	Remarks
1	Goods and Equipment estimated to cost equivalent of US\$ 300,000 or more per contract	ICB	All contracts will be subject to prior review by the Bank.	World Bank's SBD will be used and the procurement will follow Bank's Procurement Guidelines.
2	Goods and Equipment estimated to cost less than US\$ 300,000 and greater than US\$ 50,000 equivalent per contract	NCB	First contract for goods for each State, irrespective of value and all contracts estimated to cost more than US\$ 200,000 equivalent per contract	NCB bidding documents agreed with GOI will be used. Procurement will be as per procedures described in Procurement and Contract Management Manual.

3	Goods and Equipment estimated to cost less than US\$ 50,000 equivalent per contract	Shopping (Refer Para 3.5 of Procurement Guidelines) Procurement through DGS&D rate contracts will be considered equivalent to shopping procedure.	All contracts will be subject to post review by the Bank.	
4	Goods and Equipment that meet the requirements of paragraph 3.6 and 3.7 of Procurement Guidelines.	Direct Contracting	All contracts will be subject to prior review by the Bank.	
5	Civil works contracts estimated to cost more than US\$ 10,000,000 equivalent per contract	ICB <sup>1</sup>	All contracts will be subject to prior review by the Bank.	World Bank's SBD will be used and procurement will follow World Bank's Procurement Guidelines.
6	Civil works contracts estimated to cost up to US\$10,000,000 equivalent per contract	NCB	First contract for works for each state, irrespective of value and all contracts estimated to cost more than US\$ 5,000,000 per contract will be subject to prior review by the Bank. All other works contracts will be subject to post review.	Procurement will be done as per procedures described in the Procurement cum Contract Management Manual, using the "Model Bidding Document" cleared by the Bank.

\* As per current planning, no ICB contracts are envisaged for civil works.



## II. Consulting Services

Expenditure Category	Value threshold per contract	Selection Method	Prior Review Threshold
Consultancy contracts to be awarded to Consultant firms including selection of training institutes by NRRDA/ SRRDAs	Each contract estimated to cost US\$ 200,000 equivalent or more per contract	Quality and Cost Based (QCBS) method REOI to be published in UNDB on line	All contracts will be subject to prior review by the Bank.
	Each contract estimated to cost less than US\$ 200,000 equivalent per contract	Quality and Cost Based (QCBS) method Quality Based (QBS) Selection in accordance with paragraph 3.1 to 3.4 of Consultant Guidelines Consultant's Qualifications (CQS) method Least Cost Method Fixed Budget Method Single Source Selection	All single source selection of consultants with estimated cost of more than US\$ 30,000 equivalent per contract will be subject to prior review. All other contracts will be subject to post review but with TORs subject to prior review by the Bank
	Individual Consultant estimated to cost less than US\$30,000 or equivalent per contract	[i] Through comparison of qualifications of at least three candidates ----- [ii] Sole Source Selection	[i] All cases subject to post review but TORs subject to prior review by the Bank ----- [ii] All contracts for single source selection of individual consultant will be subject to prior review.

**Short list comprising entirely of national consultants:** Short list of consultants for services, estimated to cost less than \$ 500,000 equivalent per contract, may comprise entirely of national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines.

#### 4. Additional provisions for NCB Procurement

Additional provisions applicable to procurement of Goods and Civil Works under National Competitive Bidding (NCB) have been agreed between the Government of India and the World Bank. NCB will be conducted in accordance with paragraph 3.3 and 3.4 of the Bank's Procurement Guidelines and the following provisions:

- Only the model bidding documents for procurement of works through NCB agreed with the Bank (and as amended for time to time), shall be used for bidding;
- Invitations to bid shall be advertised in at least one widely circulated national daily newspaper, at least 30 days prior to the deadline for the submission of bids;
- No special preference will be accorded to any bidder either for price or for

other terms and conditions when competing with foreign bidders, state-owned enterprises, small scale enterprises or enterprises from any given State;

- Except with the prior concurrence of the Bank, there shall be no negotiation of price with the bidders, even with the lowest evaluated bidder;
- Extension of bid validity shall not be allowed for prior review packages, without the prior concurrence of the World Bank (i) for the first request for extension if it is longer than four weeks; and (ii) for prior approved packages, all subsequent requests for extension irrespective of the period (such concurrence will be considered by the Bank only in cases of Force Majeure and circumstances beyond the control of the Purchaser/Employer);
- Re-bidding shall not be carried out without the prior concurrence of the Bank. The system of rejecting bids outside a pre-determined margin or “bracket” of prices shall not be used in the project;
- Rate contracts entered into by Directorate General of Supplies and Disposals will not be acceptable as a substitute for NCB procedures. Such contracts will be acceptable however for any procurement under the Shopping procedures;
- Two or three envelop system will not be used. However, as an exception in this project, two part bidding for NCB works (as described in the model bidding document) has been agreed by the Bank subject to appropriate fiduciary safeguards (e-procurement system and complaint handling mechanism acceptable to the Bank)
- All procurement of works through NCB in the seven participating states will be done through a standardized e-procurement system acceptable to the Bank.
- As per paragraph 1.14(e) of the World Bank’s Procurement Guidelines, the Bank’s right to inspect the accounts and records of bidders, suppliers and contractors will be included in the bidding documents.

## 5. **Stages of Prior Review**

### 5.1 **Prior review of contracts for Goods and Works**

Contracts for Goods and Works shall be subject to prior review by the World Bank at following stages:

- ❖ Bidding Documents;
- ❖ Minutes of pre-bid conference and Amendments to Bidding Documents;
- ❖ Bid evaluation report (in the World Bank’s suggested format);

- ❖ Extension of the bid validity for first request, if it is longer than 4 weeks, and all subsequent requests irrespective of the period;
- ❖ Signed contract with checklist (in the World Bank's checklist format); and
- ❖ Modification to contract for material extension of the stipulated time for performance, or if the aggregate increase in the original contract amount exceeds 15%.

## 5.2 **Prior review of the consultancy contracts by the World Bank**

Contracts for Consulting Services shall be subject to prior review by the World Bank at following stages:

- ❖ RFP along with the Short list;
- ❖ Pre-proposal minutes along with Addendum to RFP;
- ❖ Evaluation report of the technical proposals;
- ❖ Combined Evaluation (technical and financial) Report *[For information of the Bank]*;
- ❖ Negotiated initialed draft contract; and
- ❖ Signed contract (to be accompanied by Check List).

## 6. **Post Review**

The World Bank's Procurement Guidelines and the Consultant Guidelines require that the Project Implementing Agencies (SRRDAs) shall retain all documentation with respect to each contract which is not subject to a prior review by the Bank up to two years after the closing date of the Loan Agreement. This documentation would include, signed original of the contract, the analysis of the respective proposals, and recommendations for award, for examination by the Bank or by its consultants. The SRRDAs shall furnish such documentation to the Bank upon request. If the Bank determines that the goods, works or consulting services were not procured in accordance with the agreed procedures, as reflected in the Loan Agreement and further detailed in the Procurement Plan approved by the Bank or that the contract itself is not consistent with such procedures, it may declare misprocurement.

## 7. **Implementation of measures to achieve cost effective procurement**

The disbursement of the total Credit/Loan amount is divided across the total number of Disbursement Linked Indicators (DLIs) in a given percentage with 50 per cent of funds allocated to DLI-1 on enhancing connectivity; 20 per cent of funds allocated to DLI-2 on effectiveness of public expenditures; and 30 per cent of funds allocated to DLI-3 on execution of maintenance activities.

DLI-2 is concerned, inter alia, with improving the capacity of the Implementing Agencies to implement effective procurement. Year wise implementation planned in the five

year period in this regard, as agreed with the NRRDA/Project Authorities, is tabulated below. SRRDAs are advised to take measures to achieve the agreed DLIs.

Unit of Measure under DLI-2	Baseline	Targets				
		FY 11	FY 12	FY 13	FY14	YR 15
Improved capacity to implement effective procurement	Outcomes from procurement vary but typically competition is limited, time to contract award is long and rebidding frequent	NRRDA issues revised program wide guidance on DPR preparation through a formal PMGSY circular per agreed DPR format.	States implement contractor outreach programs, which will include, inter alia, bidder conferences, contractor training, and formalization of complaint handling and resolution mechanisms	70% of contracts in each participating State should have been awarded, within 45 days (excluding cases where no bids are received or all bids are non-responsive) from bid submission, in compliance with bidding documents and in line with procedures set out in PCMM.	80% of contracts in each participating State should have been awarded, within 45 days (excluding cases where no bids are received or all bids are non-responsive) from bid submission, in compliance with bidding documents and in line with procedures set out in PCMM.	90% of contracts in each participating State should have been awarded, within 45 days (excluding cases where no bids are received or all bids are non-responsive) from bid submission, in compliance with bidding documents and in line with procedures set out in PCMM.

NRRDA has initiated steps to engage a Consulting firm to establish independent verification processes through performance audits to verify and validate the achievement of specified targets under respective DLIs by the SRRDAs.

#### 8. **Misprocurement**

The provision of misprocurement, in paragraph 1.12 of the World Bank's Procurement Guidelines and paragraph 1.17 of World Bank's Consultant Guidelines, would apply to the procurement of Goods, Works and Consulting Services.

The provision given in the Procurement Guidelines is reproduced below for guidance of the SRRDAs. The corresponding provision in the Consultant Guidelines is similar.

"The Bank does not finance expenditures for goods and works which have not been procured in accordance with the agreed provisions in the Loan Agreement and as further elaborated in the Procurement Plan. In such cases, the Bank will declare misprocurement, and it is the policy of the Bank to cancel that portion of the loan allocated to the goods and works

that have been misprocured. The Bank may, in addition, exercise other remedies provided for under the Loan Agreement. Even once the contract is awarded after obtaining a "no objection" from the Bank, the Bank may still declare misprocurement if it concludes that the "no objection" was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or the terms and conditions of the contract had been modified without Bank's approval."

## ILLUSTRATIVE CHECK LIST TO FACILITATE THE BIDDERS IN PREPARATION AND SUBMISSION OF BIDS

- A. Eligible Bidder
  - 1. The bidder is eligible and does not have a conflict of interest
  - 2. The bidder is not under declaration of ineligibility for corrupt and fraudulent practices
- B. Part I (Technical Qualification Part)
  - 1. Bidder has registered in the specified website i.e. [www.pmsgytenders.gov.in](http://www.pmsgytenders.gov.in).
  - 2. Bidder has obtained Digital Signature Certificate from the certifying Authority
  - 3. The Bidder has entered the required details online in Form of Bid for Technical Qualification Part I of the bid as per format given in Section 6 of bidding document.
  - 4. Part I bid shall comprise of the following documents which are to be submitted online on website [www.pmsgytenders.gov.in](http://www.pmsgytenders.gov.in):
    - (i) Form of Bid for Technical Qualification Part I, with the required details entered online
    - (ii) Demand Draft towards cost of bid document and Bid Security in the prescribed form; the bid security should be valid up to 45 days beyond the validity of the bid.
    - (iii) An Affidavit affirming correctness of information submitted by the bidder in his bid
    - (iv) Authorized address for communication, and Contact details (telephone no., Fax no., mobile no., and e-mail ID) of the bidder
    - (v) Qualification Information as per Section 3 of bid documents with supporting documents as specified in Clause 4 of ITB
    - (vi) PAN card issued by Income-Tax Authority
    - (vii) Undertaking regarding adherence to Special Conditions of Contract for ensuring implementation of ECoP provisions, if contract is awarded
    - (viii) Environment Management Plan
    - (ix) Quality Management Plan
    - (x) Joint Venture (JV) Agreement in case the bidder is a JV firm
    - (xi) Preliminary description of proposed work method and schedule including drawings and charts, as necessary

- (xii) A copy of Contractor Registration Certificate, if registered
- (xiii) Any other document as specified by the Employer in the Bid Data sheet.

5 The bidder has uploaded scanned copies of the following documents on the website [www.pmgstenders.gov.in](http://www.pmgstenders.gov.in) at the appropriate place:

- (i) Demand Draft towards the Cost of Bid Document
- (ii) Bid Security in any of the forms specified in ITB
- (iii) PAN Card issued by Income Tax Authorities
- (iv) Contractor Registration certificate
- (v) Evidence of access to line of credit
- (vi) Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of civil works and total works in each financial year
- (vii) Joint Venture Agreement, in case of Joint Venture
- (viii) Affidavit regarding correctness of certificates
- (ix) Certificates showing similar nature of works executed
- (x) Certificates showing works in hand
- (xi) List of Machineries owned/taken on hire/lease
- (xii) Any other documents as specified in the Bid Data Sheet

6. The bidder must submit (i) original demand draft towards the cost of bid document (ii) original bid security in the prescribed form and (iii) original affidavit affirming correctness of information furnished with bid document on a date not later than two working days after the opening of Technical Qualification Part of the Bid, either by registered post or by hand. In the event of failure to comply with this requirement, the bid will be declared non-responsive.

C. Part II (Technical-Financial Part of Bid)

1. Bidder has submitted Part II (Technical-Financial Part of Bid) online which shall comprise of:

- (i) Form of Bid for Part II of the bid as specified in Section 6 of the bid document
- (ii) Priced bill of quantities for items specified in Section 7; the entry of rates for individual items of work shall be made by the bidder online.

2. The bidder has taken into account in his price all such items as are to be considered incidental to the work and not covered under the BOQ items specified in Section 7 of the bid document.

D. Technical Qualification Requirements

1. The bidder as prime contractor, has satisfactorily completed in the last five years at least one similar work equal in value to half of the estimated cost of work (excluding the maintenance cost for five years) for which the bid is invited as per the bidding document.
2. Evidence of ownership or arrangement to hire/lease/purchase of major items of construction equipment.
3. Availability of specified technical personnel for construction work

E. Financial Qualification Requirements

1. The bidder has, in the last five years, achieved in any one year a minimum financial turnover as given in the Bid Data Sheet and at least 50 per cent of which is from civil engineering construction works. Turn over will be indexed at 8 per cent per year to account for inflation.
2. The bidder's assessed available bid capacity for construction works is equal to or more than the total bid value.

If the bidder is a Joint Venture firm, the available bid capacity of each partner will be applied to the extent of his proposed participation in the execution of the work. The combined available bid capacity of all partners shall be more than the total bid value.



## ILLUSTRATIVE LIST OF CHECKS FOR REFERENCE OF THE MEMBERS OF THE PROCUREMENT EVALUATION COMMITTEE

As described in Para 6.4.2 of this Manual, Procurement Evaluation Committee (PEC) set up by the SRRDA will jointly evaluate the bids received in response to the IFB in accordance with the provisions of the Bidding Documents. For this purpose, PEC members will extend their specialist knowledge to assist the PEC. This Annex provides the illustrative list of checks which should be carried out by the respective PEC members.

I. State Quality Coordinator (SQC), PIU / Executive Engineer, Executive Engineer in SRRDA will undertake the following checks:

- (a) All bidders have provided in Section 3, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- (b) All bidders have included the following information and documents with their bids as stated in Section 3 - Qualification Information, unless otherwise stated in the Bid Data Sheet:
  - (i) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (ii) total monetary value of civil construction works performed for each of the last five years;
  - (iii) experience in works of a similar nature and size for each of the last five years and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent. A list of clients with their contact details shall also be provided;
  - (iv) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein;
  - (v) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction;
  - (vi) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
  - (vii) proposals for subcontracting the components of the Works for

construction/up-gradation, aggregating to not more than 25 percent of the Contract Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed). Proposal for subcontracting of part/ full routine maintenance of roads after completion of construction work; and

- (viii) the proposed methodology and programme of construction including Environment Management Plan, backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

(c) All bidders have demonstrated the availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Bid Data Sheet including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Bid Data Sheet.

(d) All bidders have demonstrated the availability of technical personnel as stated in the Bid Data Sheet.

II. Finance Controller of SRRDA will undertake the following checks:

- (a) Each bidder during last five years (5 years immediately preceding the year, in which the bids are invited, year means financial year) has achieved in any one year, a minimum financial turnover as stipulated in the Bid Data Sheet (as certified by Chartered Accountant, and at least 50% of which is from Civil Engineering construction works). The estimated cost of the work would not include maintenance cost for 5 years and the turnover will be indexed at the rate of 8% per year.
- (b) Each bidder has satisfactorily completed, as prime Contractor, at least similar work equal to the value stipulated in the Bid Data Sheet (excluding maintenance cost for five years) for which the bid is invited.
- (c) Each bidder has produced a copy of PAN issued by Income Tax Authorities.
- (d) All bidders have included the following information and documents with their bids as stated in Section 3 – Qualification Information, unless otherwise stated in the Bid Data Sheet:
  - (i) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years.
  - (ii) evidence of access to line(s) of credit and availability of other financial resources/ facilities certified by banker (the certificate being not more than 3 months old) up to the percentage (defined in the Bid Data

Sheet) of the contract price of works during the implementation of the works.

- (iii) authority to seek references from the Bidder's bankers.
- (e) Each bidder has furnished an affidavit that the information furnished with the bid document is complete in all respects.
- (f) Each bidder has demonstrated the liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Bid Data Sheet.
- (g) To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Invitation for Bids, the bidder has demonstrated having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- (h) In case of a JV, i) all partners to the JV shall be jointly and severally liable; and ii) a JV has nominated a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process, and in the event the JV is awarded the Contract, during contract execution.
- (i) The JV shall not be of more than three firms as partners.
- (j) Bids submitted by the Joint Venture (JV) shall comply with the following requirements:
  - (i) There shall be a Joint Venture Agreement (Refer Annexure I to ITB) specific for these contract packages between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure - I of the ITB shall be submitted before any award of contract to the successful bidder could be finalized.
  - (ii) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners. On award of contract, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
  - (iii) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
  - (iv) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

- (v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be evidenced.
- (vi) The bid submitted shall include all the relevant information as required under the provisions of Sub-Clause 4.4 of ITB and furnished separately for each partner.
- (vii) The Joint Venture Agreement shall be registered to be legally valid and binding on all partners.
- (viii) Joint Venture firm shall be jointly and severally responsible for completion of the project.
- (ix) The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.4 A (a) & (b) of ITB.
- (x) Each of the remaining partners shall meet not less than 25% of all the qualifying criteria given in sub-clause 4.4 A (a) & (b) of ITB.
- (xi) The Joint Venture must also collectively satisfy the criteria of Clause 4.4 B and 4.4 C of ITB. For this purpose, the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.
- (xii) In the event that the Employer has caused to disqualify under Clause 4.7 of ITB, all of the Joint Venture partners will be disqualified.
- (xiii) The available bid capacity of the JV as required under clause 4.6 of ITB will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

III. Finance Controller of SRRDA will further check that the scanned copies of the following documents are uploaded by the bidders on the website [www.pmsgytenders.gov.in](http://www.pmsgytenders.gov.in).

- (a) Demand Draft towards the Cost of Bid Document (Clause 8.2 of ITB).
- (b) Bid Security in any of the forms specified in ITB (Clause 16 of ITB).
- (c) Copy of PAN Card issued by Income Tax Authorities (Clause 4.4 of ITB).
- (d) Contractor Registration certificate (Clause 3 of ITB), if already registered.
- (e) Evidence of access to line of credit (Clause 4.4 of ITB).
- (f) Annual Turnover Certificate from Chartered Accountant for last five financial years with break-up of Civil works and total works for each financial year. (Clause 4.4 of ITB).
- (g) Joint Venture Agreement, in case of Joint Venture. (Clause 3 of ITB).

- (h) Affidavit regarding correctness of certificates (Clause 4.4 of ITB).
- (i) Affidavit regarding no relation certificate (Clause 4.4 of ITB).
- (j) Any other documents as specified in the Bid Data Sheet.

IV. Finance Controller will also check for the Conflict of Interest and Fraud/Corrupt practices as under:

- (a) A Bidder does not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:
  - (i) they have a controlling partner in common; or
  - (ii) they receive or have received any direct or indirect subsidy from any of them; or
  - (iii) they have the same legal representative for purposes of this bid; or
  - (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding the bidding process; or
  - (v) a Bidder submits more than one bid for one contract package (he is free to participate in as many contract packages as he is interested but cannot submit more than one bid for one contract). A Bidder who submits more than one Bid for one contract will result in the disqualification of all Bids in which the Bidder is involved for that contract. Once the e-procurement system becomes operational, an arrangement can be introduced that takes care of such a stipulation by not accepting the same. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
- (b) Neither the Employer nor the Bidder has indulged in any fraud and corrupt practice (Refer Clause 33 of ITB).

## METHOD OF CALCULATING AVAILABLE BID CAPACITY

The available bid capacity of a single entity bidder will be calculated as under:

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

Where:

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year in which bids are received at the rate of 8 percent a year) taking into account the completed as well as works in progress.

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

M = 2; Currently this value of the Multiplying Factor is applicable to 4 states, viz Rajasthan, Uttar Pradesh, Himachal Pradesh and Punjab. For the States of Jharkhand Meghalaya and Uttarakhand, SRRDAs must decide the value of M, equal to 2.5 or 3, and stipulate the same in the Bidding Documents. The factor specified in the Bidding Documents would then be applicable to the above mentioned formula.

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

### Bid Capacity of a JV

If the bidder is a Joint Venture firm, the available bid capacity of each partner will be applied (using the above formula) to the extent of his proposed participation in the execution of the work. The combined available bid capacity of all partners shall be more than the total bid value.

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

**BID EVALUATION REPORT FOR WORKS – PART I**

Evaluation of Part I of Bids (Technical Qualification Part of Bids)

Description of Work:

Work/Package No.:

Estimated Cost:

(Name of State) State Rural Roads Development Agency

(Address) \_\_\_\_\_

\_\_\_\_\_

## BID EVALUATION REPORT OF PART I OF BIDS

(National Competitive Bidding through e-procurement system)

1(a). Ministry of Rural Development, Govt. of India (MORD) has cleared the procurement of this package.

(b) The Government of India has received a loan/credit no. \_\_\_\_\_ from the International Bank for Reconstruction and Development / International Development Association towards the cost of "Pradhan Mantri Gram Sadak Yojana Rural Roads Project" and intends to apply a part of the funds to cover eligible payments under the contract for construction of work as detailed in the Table below:

District	Package No.	Name of Work	Estimated Cost (in lakhs of Rupees)		Period of Completion	Amount of Bid Security (in lakhs of Rupees)
			Construction	Maintenance		
1	2	3	4	5	6	7

### 2. Bidding Document:

The bidding document used for this procurement is as per the model bidding document cleared by National Rural Roads Development Agency (NRRDA)/MORD and the World Bank. The Bidding Document along with the drawings and specifications was earlier reviewed by NRRDA.

Bids were invited through e-tendering System and NCB bidding procedure.

The price of bidding document was Rs .....

### 3. Bid Invitation Process:

Bids were invited by the Chief Engineer, SRRDA (Name of State) on behalf of the Governor of \_\_\_\_\_. The e-Procurement notice was published on \_\_\_\_\_ and the deadline date and time for submission of bids through e-Procurement was specified as ..... up to.....hrs. (Mention if the deadline date and time of submission of bids was revised, and necessary corrigendum was issued. In that case, the Procurement Evaluation Committee should also indicate the revised deadline date and time for submission of bids.) The e-procurement notice and the Invitation for Bids (IFB) were available on the website from ..... (Mention the date). Copies of e-Procurement Notice and the Invitation for Bids (IFB) are enclosed at Attachments 1-A & 1- B.

\* Add the reference to the World Bank, if the contract is to be financed under World Bank Loan/Credit.



The dates of publication of the e-Procurement Notice *and corrigendum*, (if applicable) in the press are as follows:

Publication of e-Procurement Notice

S. N.	Name of the Newspaper	Level	Date of publication
1.		State	
2.		State	
3.		State	
4.		National	

Publication of Corrigendum to e-Procurement Notice

S. N.	Name of the Newspaper	Level	Date of publication
1.		State	
2.		State	
3.		State	
4.		National	

Apart from publishing the Corrigendum in the newspapers, it was uploaded on the website on .....(date). (Copy of the Corrigendum is at Attachment 2).

The date and time for opening of Part I of bids was specified as ..... hrs. on .....

The bidding document for above works was made available on the website [www.pmgstenders.gov.in](http://www.pmgstenders.gov.in) from ..... to ..... (*Mention dates*).

Requests for online clarifications were received from..... (Specify nos.) bidders. Response to the request(s) for clarifications received till 10 days prior to the deadline for submission of bids was provided online, by uploading the description of clarifications sought and the response thereto for information of the public and all prospective bidders without identifying the source of request. [If the clarifications provided had the effect of amending the provisions of the original bidding documents uploaded on the website, please indicate whether an Amendment/Addendum to the bidding documents was issued. If so, the date of uploading the Amendment/Addendum on the website should be indicated here.]

The response to the bidders' requests for clarifications/Addendum to the Bidding Documents (given as Attachment 3) was uploaded on the website on..... (Specify date), and adequate time was available to the bidders for taking the Addendum into account in preparing their bids. [If adequate time was not available to the bidders after uploading of the Addendum on the website, please indicate whether the deadline for submission of bids was extended by issuing the online corrigendum and publication in the newspapers.]

4. **Bid Submission and Opening of Part I of Bids:**

A check-list is available on the website for guidance of the bidders which indicates the documents to be uploaded by the bidders while uploading their bids. A copy of the check list is attached as Attachment 4.

The electronic files containing Part I of the Bids (Technical Qualification Part of the Bid) were opened online by the Evaluation Committee/nominated representatives of the SRRDA/ PIU (strike out whichever is inapplicable) on \_\_\_\_\_ at \_\_\_\_\_ hours (as stipulated). An electronic summary of the opening of Part I Bids was prepared and placed online. A copy of the summary of the opening of Part I Bids is given in Attachment 5.

5. **Response:**

The Following bidders submitted their bids electronically by uploading on the website:

- (i) .....
- (ii) .....
- (iii) .....
- (iv) .....
- (v) .....

6. **Evaluation of Bids**

6.1 The Chief Engineer PMGSY ..... (*name of the State*) has formed the "Procurement Evaluation Committees" for various circles of the State vide office letter no. .... dated .....

6.2 The bidders were required to upload various documents with Part I of their bid as mentioned in ITB Clause 12, as for instance, Format of Part I bid duly filled in, Qualification Information with supporting documents, Affidavit affirming correctness of information, and scanned copies of Demand Draft, Bid Security, Evidence of access to Line of Credit, Authority to submit bid, JV Agreement, Contractor registration certificate etc. The bidders were also required to submit (i) original demand draft towards the cost of bid document (ii) original bid security in the prescribed form and (iii) original affidavit affirming correctness of information furnished with the Part I bid on a date not later than two working days after the opening of Technical Qualification Part of the Bid, either by registered post or by hand.

All the bidders have submitted the required documents with the Part I bid. (*The Procurement Evaluation Committee should discuss here if any bid was deficient of any specified documents and whether any clarifications were obtained from any of the Bidders.*)

6.3 **Completeness and Legal Validity:** The following checks have been conducted for each bid:

- the name of the bidder appearing in the bid form is the same as the name whose electronic signature has been used for uploading the bid.
- the following documents (in original) have been received from all bidders on a date not later than two working days after the opening of Part I of the bids (i. e. before .....):
  - (i) the original Demand Draft towards the cost of bidding document,
  - (ii) the original bid security in approved form, and
  - (iii) the original Affidavit regarding correctness of information furnished with the bid.

*(This sub paragraph should be suitably revised in case the documents have not been received from all bidders within the stipulated time and date. In case the bidder is a JV firm, please indicate that the bid meets the requirements specified in the bidding documents.)*

6.4 Bid Validity: As per clause 15.1 of ITB, bids shall remain valid for a period not less than 90 days after the dead line for the submission of Bids. Parts I of the Bids were opened on \_\_\_\_\_ and hence the Bids are to be valid up to \_\_\_\_\_. Since Bidders have signed the bidding documents and not given any condition regarding time, it is taken that these bids are valid up to 90 days after the bid opening i.e. up to \_\_\_\_\_.

6.5 Bid Security: As per Clauses 16.1 and 16.3 of ITB, the Bid security is to be submitted for an amount of Rs. \_\_\_\_\_ /- in the shape of Bank Guarantee or Demand Draft of a scheduled commercial bank, or fixed deposit. Bid Security shall be valid for 45 days after the validity of the Bid. Details of the Bid security furnished by the Bidders are as follows :

Sl. No.	Name of Bidders	Amount of Security	Type	Bank	Validity of bid security
1					
2					
3					
4					
5					

Bank guarantees are found to be in the prescribed format (if not, state so). There are no additional remarks making them conditional and unacceptable (if not, state so). Further, the Procurement Evaluation Committee has arranged verification of the authenticity of the Bank Guarantees by contacting the issuing banks, and obtaining written confirmations in this regard.

6.6 Non-Responsive Technical Bids:

The Procurement Evaluation Committee examined the bids to determine their responsiveness. Details of checks made in this regard to determine compliance of the bids

with the Qualification Requirements are detailed in Attachment 6-A. Consequently following bids are rejected as non-responsive to the bidding documents.

S. N.	Name of Bidder	Brief reasons for rejection

6.7 Responsive Technical Bids: In view of the above, the remaining bids were considered responsive for proceedings with evaluation of technical qualification.

6.8 The Procurement Evaluation Committee checked the experience and qualifications of the responsive bidders as per details provided in Attachment 6-B. All the Bidders who were technically responsive were found to be technically qualified.

Or

The following bidders were found not to be technically qualified.

- (i) .....
- (ii) .....

**7. Recommendations:**

7.1 The Procurement Evaluation Committee recommends that based on the evaluation of Part I bids, following bidders may be declared as having qualified in terms of ITB Clause 22.5 to be eligible for opening of Part II bids:

- [i] .....
- [ii] .....
- [iii] .....
- [iv] .....

The Procurement Evaluation Committee will check the compliance with bid capacity requirements as stipulated in ITB Clause 4.6 / 4.4 D (v) as applicable during evaluation of Part II bids.

7.2 The Evaluation Committee also recommends that Part II bids (Technical – Financial Part of Bid) of these bidders may be opened online as per date specified in the Bidding Documents, i.e. on .....(date).

*[If due to any unavoidable reasons, the Part II bids are proposed to be opened at a later date, such date should be specified here by the Procurement Evaluation Committee, along with reasons for such delayed opening of Part 2 bids.]*

7.3 The Procurement Evaluation Committee submits its recommendations for approval of the Competent Authority, (Chief Engineer PMGSY, *name of the State*) as well as approval for uploading the results of the evaluation of Part I of bids on the website.

[EE (SRRDA)] [PIU] [Finance Controller] [SQC]

8. **Decision of the Bid Accepting Authority**

The Bid Accepting Authority has accepted the recommendations of the Procurement Evaluation Committee and approved uploading of the results of the bid evaluation of Part I on the web site. *[Otherwise, please mention the factual position of the decision taken, if the recommendations are not approved.]*

[Bid Accepting Authority]

Dated \_\_\_\_\_ CE(PMGSY) / CE(SRRDA)

Attachments:

- (i) Copy of e-Procurement Notice (Press Advertisement) – Attachment 1-A
- (ii) Copy of Invitation for Bids (IFB) – Attachment 1-B
- (iii) Corrigendum to e-Procurement Notice – Attachment 2
- (iv) Clarifications provided to the Bidders against their queries - Attachment-3
- (v) Copy of the check-list available on the website for guidance of the bidders - Attachment-4
- (vi) Summary of Bid Opening of Part I bids – Attachment-5
- (vii) Determination of Responsiveness of bids – Attachment 6-A
- (viii) Determination of Compliance of bids with Qualifications Requirements - Attachment 6-B.

**COPY OF THE E-PROCUREMENT NOTICE PUBLISHED IN THE  
NEWSPAPERS**

**COPY OF THE IFB AVAILABLE ON THE WEBSITE FROM .... TO.....**

**CORRIGENDUM NO. .... DATED ..... TO THE E-PROCUREMENT NOTICE  
[PUBLISHED IN THE NEWSPAPER(S) ON .... AND UPLOADED ON THE  
WEBSITE ON .....**)



**CLARIFICATIONS PROVIDED TO THE BIDDERS  
AGAINST THEIR QUERIES**

**CHECK LIST AVAILABLE ON THE WEBSITE FOR GUIDANCE OF THE  
BIDDERS**

## SUMMARY OF BID OPENING OF PART I BIDS

(Uploaded on website on .....)

1. Last date/time specified for submission of Bids .....
2. Date/time of online opening of Part I bids by SRRDA .....
3. Number of bids received ..... (nos.)
4. Details of bids are tabulated below:

SN	Particulars	Bidder 1	Bidder 2	Bidder 3	Bidder 4
1.	Name of the bidder				
2.	Has the bid been submitted through e-procurement system as per requirements given in the bidding document?				
3.	Whether cost of bidding document remitted				
4.	Bid Security – amount & Validity				
5.	Affidavit for correctness of information furnished (Y/N)				
6.	Whether Authority for signing bid enclosed (Y/N)				
7.	Expiration date of Bid				
8.	Part I Bid submitted as per specified format (Y/N)				
9.	Additional comments, if any				

**DETERMINATION OF RESPONSIVENESS OF BIDS**

S. No.	Particulars	Bidder 1	Bidder 2	Bidder 3	Bidder 4
1.	Name of the bidder				
2.	The name of the bidder appearing in the bid form is the same as the name whose electronic signature has been used for uploading the bid. (Y/N)				
3.	The following documents (in original) have been received on a date not later than two working days after the date of opening of Part 1 of the bid  (i) original Demand Draft towards the cost of bidding document.  (ii) original bid security in approved form  (iii) original affidavit regarding correctness of information furnished with the bid				
4.	Verification of authenticity of bid security				
5.	Bid Validity				
6.	Part I Bid submitted as per specified format; discuss exceptions to clauses, if any				
7.	Eligibility of bidder as per ITB Clause 3				
8.	Authorization to submit the bid provided (Y/N)				
9.	Compliance with the Specifications (Y/N)				
10.	Responsive / Non-responsive				

## DETERMINATION OF COMPLIANCE OF BIDS WITH QUALIFICATIONS REQUIREMENTS

SN	Particulars	Qualification/Experience of bidders			
		Bidder 1	Bidder 2	Bidder 3	Bidder 4
1	Name of the bidder				
2	<b>ITB Clause 4.4 A</b> <sup>β</sup> (a) Minimum Financial Turnover of Rs..... in any one year in last 5 years (b) Experience of completion of at least one similar work of value Rs. .... in any one year in last 5 years				
3	ITB Clause 4.4 B (b) <sup>β</sup> (i) Availability of specified equipment (ii) Availability of specified Technical personnel (iii) Availability of liquid assets/credit facilities of Rs. ....				
4	ITB Clause 4.7 Check the requirements as specified in sub clauses (i) (ii) (iii)				
5	Any other relevant aspect				
6	Meets the Qualification Criteria (Y /N)				

<sup>β</sup> In case the bidder is a JV, compliance of the partners' qualifications would need to be checked as per provisions of ITB clause 4.4 D.

Financial Turnover of previous years is to be indexed at the rate of 8% per year.

**BID EVALUATION REPORT FOR WORKS – PART II**

Evaluation of Part II of Bids (Technical Financial Part of Bids)

Description of Work:

Work/Package No. :

Estimated Cost:

(Name of State) State Rural Roads Development Agency

(Address) \_\_\_\_\_

\_\_\_\_\_

## BID EVALUATION REPORT OF PART II OF BIDS

This Bid Evaluation Report for Part II of the bids is in continuation of the Bid Evaluation Report for Part I of bids, which was uploaded on the website on .....

1. Scope of Contract and Estimated Cost:

The work covered under the Bid is for \_\_\_\_\_  
\_\_\_\_\_ Package No. \_\_\_\_\_.

The estimated cost of the work is Rs. \_\_\_\_\_ lakhs.

2. **Background prior to opening of Part II Bids**

Bids for the above referred work were invited through e-tendering system under National Competitive Bidding procedure, using the bidding documents based on the Model Bidding Documents cleared by NRRDA and World Bank\*. In accordance with the provisions of the bidding documents, Part I Bid (Technical Qualification part of bid) was opened online on .....(date). As per evaluation of Part I of bids approved by the ..... (Competent Authority), following bidders were declared as having qualified to be eligible for opening of Part II bids in terms of ITB Clause 22.5.

[i] .....

[ii] .....

[iii] .....

[iv] .....

The result of evaluation of Part I bids, as approved by .....(the Competent Authority), was uploaded on the PMGSY website on ..... (date), allowing a period of five working days to the bidders to submit complaints, if any. [The Procurement Evaluation Committee should explain here whether any complaints were received; and if so, indicate the nature of complaints, their resolution and approval of the Competent Authority before opening of the Part II bids. If no complaints were received, this may be brought out in this paragraph.]

Part II bids (Technical-Financial Part of bids) only of the above mentioned qualified bidders were opened by the nominated representatives of the SRRDA/PIU on ..... (date) at .....hrs., as specified in the bidding document.

OR

The specified date and time of opening of Part II of bids was revised and the bidders who had qualified in Part I evaluation were informed of the revised date and time through e-mail/notice on the PMGSY website.

---

\* Add the reference to the World Bank, if the contract is to be financed under World Bank Loan/Credit.

An electronic summary of opening of Part II bids was prepared and placed online on ....., copy of which is attached as Attachment - 1.

**3. Preliminary Evaluation of bids:**

Bid prices as quoted by various bidders are tabulated below:

S. N.	Name of Bidder	Nationality	Bid Price (in Rs.)	Bid Price (in Rs.) after arithmetical corrections	Remarks
1					
2					
3					
4					
5					

**3.1 Responsiveness to Commercial Conditions:**

None of the bidders have stipulated any deviations from the commercial conditions of the bidding documents, and all the bids are, therefore, considered responsive to the commercial conditions. *(Otherwise, please state the factual position.)*

**3.2 Responsiveness to Technical Requirements.**

The technical responsiveness of bids has been examined by the Procurement Evaluation Committee with respect to the bid conditions which were not covered during evaluation of Part I bids, i.e., in respect of Priced Bill of Quantities, and Technical Specifications & Drawings, in accordance with ITB Clause 25.1. All the bids are compliant with the Technical Specifications/Requirements and are considered technically responsive. *[Otherwise, the factual position should be brought out here.]*

Bids of the following bidders are determined substantially responsive to the commercial and technical provisions of the bidding documents.

- (i) .....
- (ii) .....
- (iii) .....
- (iv) .....

**4. Detailed Evaluation of the Substantially Responsive Bids**

4.1 There are no conditions which warrant loading of the bid price. No other specific evaluation criterion has been stipulated in the bid document. The loading of the prices is therefore NIL.

4.2 Table showing ranking of the responsive bids is as follows:



Rank*	Name of Bidder	Bid price
1.		
2.		
3.		

\*Note: Ranking will be in the ascending order of bid prices. Rank 1 shall be the lowest evaluated Bidder

4.3 Detailed item wise comparative statement is furnished in Attachment-2

4.4 The lowest evaluated responsive bid is that of M/s \_\_\_\_\_. This is \_\_\_\_\_% lower / excess over the technical sanctioned estimate and is \_\_\_\_\_% lower / excess based on the prevailing market rates.

*[The Procurement Evaluation Committee should discuss and conclude reasonableness of the L1 bidder's price recommended for acceptance]*

#### 5. Comments on the Unbalanced Items

There are no unbalanced items in the lowest evaluated responsive bid and no subcontracting has been proposed. *[The Procurement Evaluation Committee should discuss if the lowest evaluated responsive bid is unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, in which case the amount of additional performance security should be determined which should be sufficient to protect the Employer against financial loss in the event of default on the part of the contractor.]*

#### 6. Check for Bid Capacity

The assessed bid capacity of the lowest responsive bidder is computed as follows.

Assessed available bid capacity =  $A \times N \times M - B$

A = Maximum value of civil engineering works executed in any one year during the last five years (duly updated as stipulated in Para 4.6 of ITB)

N = Number of years prescribed for completion of works of the package.

M= Take the value as given in the bidding document.

B = Value at the current price level of existing commitments (as stipulated in Para 4.6 of the ITB)

The available Bid Capacity of the bidder (M/s. ....) works out to be Rs ..... , which is more than the total bid value of works. Thus, the lowest evaluated responsive bidder M/s. .... satisfies the bid capacity criteria.

*[If the bidder is a Joint Venture firm, the Procurement Evaluation Committee should consider the available bid capacity of each partner (using the above formula) to the extent of*

his proposed participation in the execution of the work. The combined available bid capacity of all partners shall be more than the total bid value.]

**7. Recommendations of Procurement Evaluation Committee:**

The Procurement Evaluation Committee recommends to award the Contract for \_\_\_\_\_ (Name of work) to the lowest evaluated responsive bidder M/s \_\_\_\_\_ for bid amount Rs. \_\_\_\_\_/- which is \_\_\_\_\_% lower / excess over the technical sanctioned estimate and is \_\_\_\_\_% lower / excess based on the prevailing market rates. The following are the important features of the bid: -

(i)	Mobilization advance (5% of contract value)	
(ii)	Equipment advance (up to 10% of contract value)	
(iii)	Performance Security (2.5% of Contract value)	
(iv)	Additional Performance security for unbalanced bid (if applicable)	
(v)	Retention money (2.5% of each invoice)	
(vi)	Bid validity	

[EE (SRRDA)] [PIU] [Finance Controller] [SQC]

**8. Decision of the Bid Accepting Authority:**

The Bid Accepting Authority has accepted the recommendations of the Procurement Evaluation Committee, and approved uploading of the results of the evaluation on the web site. *[Otherwise, please mention the factual position of the decision taken, if the recommendations are not approved.]*

[Bid Accepting Authority]

Dated: \_\_\_\_\_

CE(PMGSY) / CE(SRRDA)

**Attachments**

- (i) Summary of Bid Opening of Part II bids – Attachment-1
- (ii) Comparative Statement – Attachment 2

## SUMMARY OF BID OPENING OF PART II BIDS

(Uploaded on website on .....)

1. Date/time specified for online opening of Part II bids .....
2. Date/time when Part II bids were opened online .....
3. Number of Part II bids opened ..... (nos.)
4. Details of bids are tabulated below:

S. No.	Particulars	Bidder 1	Bidder 2	Bidder 3	Bidder 4
1.	Name of the bidder				
2.	Total Bid price (Rs.)				
3.	Part II Bid submitted as per specified format (Y/N)				
4.	Additional comments				

[Attach Comparative Statement of evaluated bids]

## ENVIRONMENTAL CODES OF PRACTICE AND THEIR COVERAGE

ECoP	Title	Key Issues Addressed
ECoP 1.0	Project Planning and Design	<ul style="list-style-type: none"> <li>• Incorporation of environmental concerns in project preparation to avoid impacts in construction and operation stages.</li> <li>• Avoidance of roads through sensitive areas as reserved forests/ sanctuaries/ wetlands, etc.</li> <li>• Compliance with legal requirements.</li> <li>• Devising enhancement measures into project design.</li> </ul>
ECoP 2.0	Site Preparation	<ul style="list-style-type: none"> <li>• Relocation of utilities, common property resources and cultural properties.</li> <li>• Avoidance of effect on roadside vegetation.</li> </ul>
ECoP 3.0	Construction Camps	<ul style="list-style-type: none"> <li>• Avoidance of sensitive areas for location of construction camps.</li> <li>• Infrastructure arrangements for workers and construction equipment.</li> </ul>
ECoP 4.0	Alternate Materials for Construction	<ul style="list-style-type: none"> <li>• Use of fly ash as per MOEF Notification.</li> <li>• Minimizing earth requirement.</li> </ul>
ECoP 5.0	Borrow Areas	<ul style="list-style-type: none"> <li>• Avoidance of agriculture lands.</li> <li>• Redevelopment of borrow areas.</li> </ul>
ECoP 6.0	Topsoil Salvage, Storage and Replacement	<ul style="list-style-type: none"> <li>• Topsoil removal from areas temporarily/permanently used for construction.</li> <li>• Storage of topsoil in stockpiles and protection from erosion.</li> <li>• Reuse of topsoil at areas to be revegetated and in agriculture lands.</li> </ul>
ECoP 7.0	Quarry Management	<ul style="list-style-type: none"> <li>• Redevelopment of quarries in case new quarries are set up for the project.</li> </ul>
ECoP 8.0	Water for Construction	<ul style="list-style-type: none"> <li>• Extraction of water in water scarce areas with consent of community.</li> <li>• Scheduling construction activities as per water availability.</li> </ul>
ECoP 9.0	Slope Stability and Erosion Control	<ul style="list-style-type: none"> <li>• Slope stability along hill roads.</li> <li>• Protection of land on hill side from stability loss due to cutting.</li> <li>• Protection of lands on valley side from debris due to construction.</li> <li>• Adequacy of drainage for erosion control.</li> </ul>
ECoP 10.0	Waste Management	<ul style="list-style-type: none"> <li>• Reuse of material from cutting in hill roads.</li> <li>• Safe disposal of wastes.</li> </ul>

ECoP	Title	Key Issues Addressed
ECoP 11.0	Water Bodies	<ul style="list-style-type: none"> <li>• Avoidance from cutting due to alignment.</li> <li>• Protection of embankment slopes in case of alignment on embankments.</li> <li>• Rehabilitation of water body.</li> </ul>
ECoP 12.0	Drainage	<ul style="list-style-type: none"> <li>• Conducting hydrological investigations during project preparation.</li> <li>• Provision of longitudinal and cross drainage as per requirements.</li> <li>• Proper location of drainage outfall.</li> </ul>
ECoP 13.0	Construction Plants and Equipment Management	<ul style="list-style-type: none"> <li>• Compliance of construction plants and equipment with emission standards of Central Pollution Control Board.</li> <li>• Maintenance of machinery and equipment to avoid pollution.</li> </ul>
ECoP 14.0	Public and Worker's Health and Safety	<ul style="list-style-type: none"> <li>• Provision of Personal Protective Equipment to workers.</li> <li>• Provision of basic necessities to workers.</li> <li>• Public safety while travel along construction sites.</li> <li>• Public safety during operation of the road.</li> </ul>
ECoP 15.0	Cultural Properties	<ul style="list-style-type: none"> <li>• Avoidance of impacts due to project.</li> <li>• Protection of precincts from impacts due to construction.</li> <li>• Relocation in case impacts are unavoidable.</li> </ul>
ECoP 16.0	Tree Plantation	<ul style="list-style-type: none"> <li>• Avoidance of impact on trees.</li> <li>• Plantation of trees on roadside.</li> </ul>
ECoP 17.0	Managing Induced Development	<ul style="list-style-type: none"> <li>• Restricting ribbon development at junctions and bus stops.</li> <li>• Earmarking areas for commercial activities and other amenities.</li> </ul>
ECoP 18.0	Environmental Audit	<ul style="list-style-type: none"> <li>• Monitoring of environmental and social parameters during project planning, construction and implementation.</li> </ul>
ECoP 19.0	Natural Habitats	<ul style="list-style-type: none"> <li>• Identification of natural habitats.</li> <li>• Management measures for roads passing through natural habitats.</li> <li>• Structure of management plan.</li> </ul>
ECoP 19A	Biodiversity	<ul style="list-style-type: none"> <li>• Provisions to address biodiversity issues, in addition to provisions provided for protecting Natural habitats as per ECoP 19.0.</li> </ul>
ECoP 20.0	Consultation Framework	<ul style="list-style-type: none"> <li>• Aspects for consultation.</li> <li>• Stage wise consultations.</li> <li>• Consultation schedule and responsibilities.</li> </ul>

## ENVIRONMENTAL CONCERNS DURING PROJECT IMPLEMENTATION

Sl. No.	Activity and Sub Activity	Impact/s	Measure/s	ECoP Applicable
<b>A. Pre-construction Activity</b>				
A1.0	Alignment marking	-Nil-	(i) Coordination with Revenue Department	ECoP 1.0 EcoP 2.0
A2.0	Relocation of utilities	Impact on current usage	(i) Identification of relocation site in advance	ECoP 2.0
			(ii) Scheduling the activity in consonance with the community usage pattern.	ECoP 2.0
A3.0	Tree felling	Compliance with Forest Act in case trees are on forest land	(i) Prior clearance from Forest Department	EcoP 1.0
		Loss of canopy	(ii) Tree plantation as per roadside plantation plan	ECoP 16.0
A4.0	Clearance of land	Effect on standing crops	(i) As per project provisions	ECoP 2.0
		Effect on standing crops	(ii) Scheduling of activity and coordination	ECoP 1.0
		Effect on cultural properties	(iii) Modification of alignment or Relocation of the cultural properties	ECoP 15.0
		Effect on natural habitats	(iv) Avoidance of natural habitats or preparation of Natural Habitat Management Plan	ECoP 19.0
A5.0	Diversion of forest land	Compliance with Forest Act	(i) Activity scheduling to avoid delays, conformance to legal requirements	ECoP 1.0
		Effect on flora	(ii) Precautionary measures during construction in forest areas	All ECoPs
		Pollution from construction activities	(iii) Precautions while operating equipment/machinery	ECoP 13.0
A6.0	Transfer of land ownership	Grievances from community	(i) Addressal through Grievance Redressal Mechanisms & Consultations	ECoP 1.0 ECoP 20.0
		Effect on livelihood	(ii) Provision of entitlements as per resettlement framework	ECoP 1.0

Sl. No.	Activity and Sub Activity	Impact/s	Measure/s	ECoP Applicable
A7.0	Location of Storage Yards, labour camps, and construction sites	Pollution from construction camps, storage yards & labour camps	(i) Location criteria to be adopted	ECoP 3.0 ECoP 20.0
			(ii) Obtain clearances from SPCB	ECoP 1.0
		Pressure on local infrastructure	(iii) Infrastructure arrangements to be as per guidelines	ECoP 3.0
A8.0	Procurement of equipments and machinery	Machinery likely to cause pollution at settlements and natural habitats	(i) Machinery to be procured shall be in conformance with noise and emission standards of CPCB	ECoP 13.0 ECoP 19.0
		Safety concerns in machinery operation	(ii) Safety equipment for workers	ECoP 14.0
A9.0	Identification and Selection of Material Sources	Conflict of uses in case of water	(i) Consultations and arrangements at contractor-individual levels, documentation of agreement	ECoP 8.0 ECoP 20.0
		Borrowing causes depressed lands	(ii) Consultations and arrangements at contractor-individual levels, documentation of agreement	ECoP 5.0
		Pollution due to material extraction from borrow and quarry areas to surrounding environment	(iii) Precautionary measures during siting of borrow areas and quarry areas	ECoP 5.0 ECoP 7.0
		Disturbance to Natural Habitats	(iv) Avoidance of location of material sources in Natural Habitats	ECoP 19.0
A10.0	Identification of designated locations of waste disposal	Pollution due to location close to settlements, water bodies & other sensitive areas	Site selection in conformance to criteria provided	ECoP 10.0
A 11.0	Information to community		Keeping local community informed about the construction schedule	ECoP. 2.0
<b>B. Construction Activities</b>				
B1.0	Site Clearance			
B1.1	Clearing and Grubbing	Effect on roadside vegetation	(i) Restricting movement of machinery/equipment over adjacent fields	ECoP 2.0 ECoP 13.0
		Debris generation creating unsightly conditions	(ii) Disposal / storage of grubbing waste and possible reuse	ECoP 10.0



Sl. No.	Activity and Sub Activity	Impact/s	Measure/s	ECoP Applicable
B1.2	Dismantling of existing culverts and structures, if any	Generation of Debris creating unsightly conditions	(i) Disposal of waste and likely reuse	ECoP 10.0
		Flooding due to interception to drainage paths	(ii) Provision of diversion channels and/or scheduling construction of culverts preferably in dry months	ECoP 12.0
B2.0	Planning Traffic diversions and Detours	Trampling of vegetation along traffic diversions	Activity scheduling, identification of alternative track	ECoP 14.0
B3.0	Material Procurement	Loss of topsoil	(i) Stripping & Storing topsoil	ECoP 6.0
		Formation of stagnant water pools due to borrowing/quarrying	(ii) Restoration plan for borrow areas & quarry areas (new quarry)	ECoP 5.0 ECoP 7.0
		Illegal quarrying / sand mining	(iii) Conformance of quarries selected to the SPCB requirements, including quarry rehabilitation plans	ECoP 7.0
		Uncontrolled blasting at quarries	(iv) Controlled blasting to the extent required. Conformance to blasting rules as per the Indian Explosives Act	ECoP 7.0
B4.0	Transport of materials to site	Fugitive emissions from transport trucks	(i) Covering of material with tarpaulin or use of covered box trucks during transport	ECoP 10.0
		Dust emissions from haul roads	(ii) Haul road management	ECoP 13.0
B5.0	Materials handling			
B5.1	Storage of materials	Contamination to water sources, leaching into ground water	(i) Provision of impervious base to storage areas	ECoP 3.0
B5.2	Handling of earth	Dust rising and increase in particulate concentration in ambient air	(ii) Use of dust suppressants	ECoP 13.0
B5.3	Handling of fly ash	Increase of particulate concentration and contamination of nearby areas	(iii) Use of dust suppressants	ECoP 4.0
B5.4	Handling of granular material	Risk of injury to workers	(iv) Use of Personal Protective Equipment	ECoP 14.0

Sl. No.	Activity and Sub Activity	Impact/s	Measure/s	ECoP Applicable
B5.5	Handling of bituminous materials	Leaching of materials, contamination of water sources	(v) Provision of impervious base at bitumen storage areas	ECoP 10.0
		Air pollution	(vi) Control of emissions from mixing	ECoP 13.0
B5.6	Handling of oil/ diesel	Contamination from accidental spills	(vii) Prevention of accidental spills, affecting cleaning immediately after spill	ECoP 13.0
		Pollution due to incomplete burning	(viii) Ensure complete combustion of fuel through regular maintenance of equipment	ECoP 13.0
B5.7	Waste management	Littering of debris at construction site	(ix) Waste to be disposed at disposal locations only/ utilized in pavement as capping layer/ in sub-base or base course	ECoP 10.0
		Contamination of surroundings due to runoff from construction site	(x) Prevention of runoff from entering water bodies	ECoP 11.0
B5.8	Operation of construction equipments and machinery	Air & Noise pollution	(xi) Conformance to Emission standards and norms	ECoP 13.0
		Operational safety of workers	(x) Conformance to Safety concerns of the road users and workers in operation, first aid provision and mandatory provision of Personal Protective Equipment	ECoP 14.0
B5.9	Movement of Machinery	Trampling of vegetation	(xiii) Restriction of movement within ROW	ECoP 13.0
		Damage to flora & natural habitats	(xiv) Minimizing impact on vegetation	ECoP 13.0 ECoP 19.0
		Damage to road side properties	(xv) Minimizing impacts on private and common properties, including religious structures	ECoP 13.0 ECoP 15.0
B6.0	Earthworks			
B6.1	Cutting	Uncontrolled blasting in case of rock cutting	(i) Controlled blasting to be made mandatory	ECoP 7.0
		Loss of topsoil	(ii) Preservation of topsoil for reuse	ECoP 6.0
		Waste generation	(iii) Safe disposal of waste & possible reuse	ECoP 10.0

Sl. No.	Activity and Sub Activity	Impact/s	Measure/s	ECoP Applicable
B6.2	Embankment construction	Interruption to drainage	(i) Drainage channels to be provided with culverts in advance to embankment construction as far as possible	ECoP 12.0
		Dust Rising	(ii) Dust suppression with water	ECoP 13.0
		Excess water/material usage	(iii) Minimising height of embankment	ECoP 1.0
			(iv) Scheduling embankment construction preferably in wet months, if possible	ECoP 1.0
			(v) Compaction with vibratory rollers is suggested	ECoP 1.0
		Erosion causing impact on embankment/slope stability	(vi) Slope stabilization measures as seeding, mulching & bioengineering techniques	ECoP 9.0
		Formation of rills / gullies	(vii) Construction of temporary erosion control structures as per requirements	ECoP 9.0
		Contamination of water bodies/ water courses	(viii) Control measures as silt fencing, vegetative barriers etc	ECoP 9.0
			(ix) Avoiding disposal of liquid wastes into natural water courses	ECoP 11.0
B6.3	Maintenance at construction camp	Collection of rainwater in construction camps	(x) Temporary drains during construction	ECoP 3.0
		Waste water from labour camps	(xi) Disposal of waste water into soak pits	ECoP 3.0
		Contamination of soil	(xii) Removal of oil / other chemical spills & wastes	ECoP 3.0
B6.4	Cutting embankments of surface water bodies	Impact on the drainage flows in and out of the water body	(xiii) Restoration of drainage channels	ECoP 11.0
		Embankment stability	(xiv) Design of slopes of the water bodies, slope protection etc	ECoP 9.0
B7.0	Sub-Base & Base courses			

Si. No.	Activity and Sub Activity	Impact/s	Measure/s	ECoP Applicable
B7.1	Granular sub-base	Extensive extraction of quarry materials	(i) Use of locally available materials (licensed quarry) Use of cut material	ECoP 4.0/ ECoP 10.0
B7.2	Wet mix macadam and water bound macadam	Extensive water requirement	(ii) Scheduling the activity preferably in wet months	ECoP 1.0
			(iii) Avoiding conflict of uses due to water extraction from construction	ECoP 8.0
B7.3	Shoulders treatment	Movement of Machinery for compaction	(iv) Restricting movement on adjacent lands	ECoP 13.0
	Slope Protection	Slope stability	(v) Bio-engineering practices	ECoP 9.0A
B8.0	Culverts and Minor Bridge Works	Interruption to water flow	(i) Provision of diversion channels	ECoP 12.0
		Pollution of water channels during construction	(ii) Control of sediment runoff	ECoP 12.0
		Safety of Workers	(iii) Mandatory use of personal protective equipment	ECoP 14.0
B9.0	Surfacing			
B9.1	Bituminous surface	Worker's safety during handling of hot mix	(i) Mandatory use of Personal Protective Equipment	ECoP 14.0
		Damage to vegetation (burning/ cutting)	(ii) Avoiding use of wood as fuel for heating bitumen as far as possible	ECoP 13.0
			(iii) Hot mix plant location to be preferably on waste lands	ECoP 13.0
		Contamination due to bituminous wastes	(iv) Reuse or land filling of bituminous wastes or use in subbase	ECoP 10.0
		Impacts on Air quality	(v) Ensuring compliance of hotmix plants with the CPCB emission standards	ECoP 13.0
B9.2	Concrete surfacing for roads crossing built up areas	Contamination of surroundings due to concrete mixing	(vi) Mixing concrete at designated locations away from habitation and agriculture lands	ECoP 3.0
B10.0	Road furniture/ signage		To be provided as per design	
B11.0	Shoulder protection	Requires material extraction from quarries	(i) Use locally available material (licensed quarry)	ECoP 4.0
			(ii) Ensure that all shoulders are clear of debris or construction materials	ECoP 13.0

Sl. No.	Activity and Sub Activity	Impact/s	Measure/s	ECoP Applicable
B12.0	Enhancements		To be included in DPR	ECoP 1.0 ECoP 20.0
B13.0	Monitoring environmental conditions		To be as per the codes of environmental practice	ECoP 18.0
<b>C. Post Construction Activities</b>				
C1.0	Clearing of construction camps			
C1.1	Campsite restoration	Change of land use due to setting up of construction camp	(i) Campsite to be restored to its original condition as per the rehabilitation plan	ECoP 3.0
			(ii) Restoration of top soil	ECoP 6.0
C1.2	Dismantling of campsite	Waste generation at the construction site	(iii) Disposal of waste at designated locations	ECoP 10.0
C2.0	Clearing of Water Channels, side drains and culverts	Generation of debris & silt	Removal of debris and disposal	ECoP 11.0 ECoP 12.0
C3.0	Rehabilitation of borrow areas		Top soil restoration, re-vegetation	ECoP 5.0
C4.0	Clearing of encroachments	Loss of livelihood	Precautionary measures to avoid encroachments	ECoP 17.0
C5.0	Maintenance of vegetation	Loss of green cover	To ensure that there is no gap of time after handing over and proper maintenance of plants and other vegetation	ECoP 16.0/ ECoP 9.0A

**Outline of the Format proposed for reporting progress of  
Contract Packages by the PIU**

PIU: Name of Head \_\_\_\_\_

Location of PIU \_\_\_\_\_

Progress as on\* \_\_\_\_\_

S. No.	Name of contract package and work	Amount of contract for the work (Rs. Crore)	Physical progress of each work within the package	Financial progress (percent)	Reasons for delay where applicable	Steps being taken to expedite progress in respect of works behind schedule
1	2	3	4	5	6	7
1	Package No. ** _____ (i)  (ii)  (iii)					
2.	Package No. ** _____ (i)  (ii)					
	Package No. _____					

\* Insert the last date of the relevant month, e.g. 30.4.2011, 31.5.2011.

\*\* Indicate the package by its identification number. All individual works included in each package under the jurisdiction of the PIU will be shown in the statement.

### Completion Certificate

I, .....(Name of the Engineer), acting as Engineer, under and in accordance with the Contract Agreement dated ..... for the road..... Section (km .... to km ...) of Contract Package ..... through ..... (Name of Contractor), hereby certify that the Tests specified in the contract have been successfully undertaken to determine compliance of the work with the provisions of the Contract, and I am satisfied that the road can be now made available for use by the public.

Signed, sealed and delivered

For and on behalf of

the Engineer by:

(Signature)

(Name)

(Designation)

(Address)

- 
- Note:
1. In case the Engineer finds that there are a few minor items of work that remain to be completed and in his opinion they are of nature not to withhold the use of the road by the public, the Engineer may issue a completion certificate, specifying the time limit for completion of such items of work provided further that the Contractor has given undertaking for completion of the said items of work in the time and manner set forth by the Engineer.
  2. In case the Contract stipulates sectional completion, the completion certificate would need to be issued for each of such section.
  3. The Engineer may also consider obtaining the undertaking of the Contractor for submission of two sets of As-Built drawings within 28 days of issue of certificate of completion of whole or section of the work as the case may be.

### Programme of Routine Maintenance

S. No.	Name of Item/Activity	Frequency of operation in one year
1.	Restoration of rain cuts and dressing of berms as per clause 1902 of the Specifications	Once generally after rains (in case of areas having rainfall more than 1500 mm per year, as and when required)
2.	Making up of shoulders as per clause 1903 of the specifications	As and when required.
3.	Maintenance of bituminous surface road and/or gravel road and/or WBM road including filling pot holes and patch repairs, etc as per clause 1904, 1905 and 1906 of the Specifications	As and when required.
4.	Maintenance of drains as per clause 1907 of the Specifications	Twice (in case of hill roads as and when required)
5.	Maintenance of culverts and causeways as per clause 1908 and 1909 of the Specifications	Twice (in case of hill roads as and when required)
6.	Maintenance of road signs as per clause 1910 of the Specifications	Maintenance as and when required. Re-painting once in every two years.
7.	Maintenance of guard rails and parapet rails as per clause 1911 of the Specifications	Maintenance as and when required. Re-painting once in a year.
8.	Maintenance of 200 m and kilometer stones as per clause 1912 of the Specifications	Maintenance as and when required. Re-painting once in a year.
9.	White washing guard stones	Twice
10.	Re-fixing displaced guard stones	Once
11.	Cutting or branches of trees, shrubs and trimming of grass and weeds, etc. as per clause 1914 of the Specifications	Once generally after rains (in case of areas having rainfall more than 1500 mm per year, as and when required).
12.	White washing parapets of CD works	Once
Note: In case of cement concrete pavement, guidelines and codes of IRC shall be followed.		



**Suggested Format**  
**Programme of Routine Maintenance Activities by the Contractor**

Package No.		Name of Contractor:												
Date of Start:		Sub-Divisional Engineer				Contact No.				Contact No.				
		Junior Engineer:												
Sr. No.	Name of Item	Frequency of operations in the year	Month: 1	Month: 2	Month: 3	Month: 4	Month: 5	Month: 6	Month: 7	Month: 8	Month: 9	Month: 10	Month: 11	Month: 12
Routine Maintenance Activities for Civil works														
1	Clearing of road side gutters/drains	Twice & as and when required												
2	Pot hole filling (WBM & BT)	Make road pot holes free immediately after rains and quarterly												
3	Filling up edges of bituminous surface and replenishing of material on earthen /hard shoulders	Twice												
4	Dressing of berms	Immediately before & after rains & once in between												
5	White washing guard stones	Twice												

6	Fixing disturbed caution board / Village Name board / speed limit board, etc. and maintenance of road signs, pavement markings & other road furniture	Once in a year & as and when required																					
7	Re-fixing dis- placed guard stones	Once in a year & as and when required																					
8	White wash- ing and Geroo painting of trunks of trees	Once in a year & as and when required																					
9	Pruning of shrubs etc	Once in a year & as and when required																					
10	Maintenance of catch water drains	Once in a year & as and when required																					
11	Clearance of C.D. works	Twice i.e. before and after rains																					
12	Clearing of wild seasonal growth on berms and road side structures	Twice i.e. after rains and during spring																					
13	White washing parapets of C.D. works	Thrice																					
14	Earth work in berms, de- silting of drains etc.	Before & after rains and once in between.																					

Routine Maintenance Activities for Bio-Engineering works									
15	Watering	Twice in a month and as and when required							
16	Weeding, hoeing and preparation of basins of plants	Once in three months							
17	Trimming and pruning	As and when required							
18	Protection from insect-pest & diseases	Immediately after the appearance of insect pest attack							
19	Replacement of damaged plants	Immediately after the mortality of the plant							
20	Maintenance of barbed wire fencing and ballies	As and when required							
21	Clearance of wild seasonal growth around the plantation	Twice i.e. after rains and during spring							
22	Re-fixing of displaced tree guards	As and when required							
Contractor's Staff									
Site Incharge:					Signature of Contractor				
Supervisor:					Signature of Executive Engineer				

**Procedures for the Functions of the Adjudicator****(Refer Clause 24 of the General Conditions of Contract of the MBD)**

1. Procedure for Dispute Referral to the Adjudicator:
  - (a) If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Employer or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 28 days of such action, inaction or decision of the Engineer stating that it is given pursuant to Clause 24 of the Contract and stating clearly and in detail the basis for the dispute.
  - (b) While referring the dispute to the Adjudicator, the Contractor may submit his statement of claim and supporting documents with a copy each to the Employer and the Engineer. The request for Decision shall state clearly and in full detail the specific issues of the dispute to be considered by the Adjudicator.
  - (c) Upon receipt of reference, the Adjudicator shall decide when to conduct a hearing on the dispute. The Adjudicator may request that written documentation and arguments from both parties be submitted to him before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
  - (d) During the hearing, the Contractor, the Employer and the Engineer shall each have ample opportunity to be heard and to offer evidence. The Adjudicator's Decision on the Dispute will be given in writing to the Employer, the Contractor, and the Engineer as soon as possible and in any event not later than 56 days after receipt by the Adjudicator of the written request for Decision. He shall support his decision with reasons and findings in terms of the Contract.
2. Conduct of Hearings:
  - (a) Normally hearings will be conducted at the Site or at the venue indicated in the Contract, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the Adjudicator.
  - (b) The Employer, the Engineer, and the Contractor shall be given the opportunity to have representatives at all hearings.
  - (c) During the hearings, the Adjudicator shall not express any opinion concerning the merit of the respective arguments of the parties.
  - (d) After the hearings are concluded, the Adjudicator shall formulate his

Decision and shall submit them in writing, together with an explanation of his reasoning, to both parties and to the Engineer. The Decision shall be based on the pertinent Contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

3. Authority in procedural matters:

In all procedural matters, including the furnishing of written documents and arguments relating to disputes, site visits, and conduct of hearing, the Adjudicator will have full and final authority.

**Information regarding Time Involved  
in Procurement Process**

1. Name and Location of PIU: \_\_\_\_\_ 3. Name of Roads with Chainage included in the package \_\_\_\_\_
2. Package Identification: \_\_\_\_\_ 4. Date of Signing of Contract Agreement \_\_\_\_\_

S. No.	Activity	Time taken in number of days	Remarks
1.	Time taken in preparation of Project Estimate (DPR) by the PIU and submission to STA for scrutiny		
2.	Time taken by the STA in scrutiny of DPR and uploading his finding on website		
3.	Time taken by the NRRDA and MORD in approval of the Project Estimates (from date of STA clearance to the date of approval by the Empowered Committee)		
4.	Time taken by SRRDA in formulation of Procurement Plan including the package in question and intimation to the PIU to proceed with preparation of Bidding Documents for the package		
5.	Time taken in preparation of Bid Documents and issue of IFB		
6.	Time elapsed between issue of IFB and Receipt of Bids		
7.	Time elapsed between receipt of bids and issue of Letter of Acceptance to selected bidder		
8.	Time elapsed between issue of Letter of Acceptance and signing of Agreement for the Contract Package (including furnishing of Performance Security by the Contractor)		

**Information regarding Response of Bidders  
and Database on their Turn Over**

1. Name and Location of PIU: \_\_\_\_\_ 3. Name of Roads with Chainage included in the package \_\_\_\_\_
2. Package Identification: \_\_\_\_\_ 4. Date of Signing of Contract Agreement \_\_\_\_\_

**A. Response of Bidders**

S. No.	Activity	Number	Remarks
1.	Number of bidders who submitted the bid for the package		
2.	Number of bidders who were rejected due to their being non-responsive		
3.	Number of bidders who were rejected due to their not getting technically qualified		
4.	(a) Number of bidders disqualified due to misrepresentation, fraud and corrupt practices. (b) Also provide their names .....		
5.	Number and names of bidders, if any, whose bid security is forfeited ..... .....		Give reasons in brief

**B. Database regarding Turnover of Bidders**

S. No.	Name of Bidder who submitted the bid	Annual Turnover (Rs. crore)	Remarks
1.			
2.			
3.			
4.			

**Pradhan Mantri Gram Sadak Yojana**

**Physical Progress for the Month of \_\_\_\_\_**

**Name of PIU :** \_\_\_\_\_

**District :** \_\_\_\_\_

**Block :** \_\_\_\_\_

S r . No.	Name of Work	Length (in Km.)	Name of Agency	Package No.	Year of Sanction	Date of Start	Time Limit	Date of Comple- tion	Physical Progress (%)	Required Physical Progress (%) as per contract	Reasons of Delay, if any	Bottle- necks



### Monthly Reporting Format for Physical and Financial Progress under PMGSY

**State:**                    **Reporting Month:**                    **(Length in km, Amount in Rs. Lakhs)**

#	Phase	Clearance							Cumulative Amount Released by MORD						
		New Connectivity				Upgradation				Total					
		Nos.	Length	Value	Habitations to be connected			Nos.	Length	Value	Length	Value			
					1000+	999-500	499-250 eligible						Incidental		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Total</b>															

Format-MPR1 (contd....)

Progress During the Month												
New Connectivity				Habitations Connected				Upgradation			Total	
Works Completed	Length of Completed Road Works	Expenditure	1000+	999-500	499-250 eligible	Total	Works Completed	Length of Completed Road Works	Expenditure	Works Completed	Length of Completed Road Works	Expenditure
17	18	19	20	21	22	23	24	25	26	27	28	29

Cumulative Progress													
New Connectivity			Habitations Connected				Upgradation			Total			
Works Completed	Length of Completed Road Works	Expenditure	1000+	999-500	499-250 eligible	Incidental	Total	Works Completed	Length of Completed Road Works	Expenditure	Works Completed	Length of Completed Road Works	Expenditure
30	31	32	33	34	35	36	37	38	39	40	41	42	43

**Monthly Reporting Format for Progress of Bharat Nirman Programme during ..... Roads Component  
Progress for the Month ending .....**

State:

Reporting Month:

#	New Connectivity Length in Km			Habitations						Upgradation of Through Routes (Km)							
	Target	Achievement during the month	Total Duration during the year	Target for the Year		Achievement During the Month		Total Achievement During the Year		Achievement during Month		Total Achievement during the Year					
				1000+	999-500	1000+	999-500	1000+	999-500	1000+	999-500	Upgradation	Renewal	Upgradation	Renewal		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

**Quarterly Reporting Format for Progress of PMGSY Works Sanctioned During Phase -.....(for the year .....**

Name of State

Reporting for the quarter ending .....

Amount in Rs.Lakh

Length in Km and

S.No.	District	Road Works			Amount as cleared by GOI	Tendered Cost	Physical Progress of Road Works						Expenditure	Remarks if any			
		New Connectivity		Upgradation			Completed Works		On going Works								
		Nos.	Length	Nos.			Length	Nos.	Length	New Connectivity		Upgradation					
										Nos.	Length	Nos.			Length	Nos.	Length
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

Note: The information should be prepared Phase-wise for those phases in which the works are still on-going. For Phase-I the information should be excluding BMS

**Quarterly Reporting Format for Maintenance Funding during the year as per Standard Bidding Document (Roads under Five Year Maintenance)**

Name of the State: .....  
 Reporting for the quarter ending .....  
 (Rs. in crore)

S. No	Phase	Completed Roads under Five Year Maintenance		Maintenance Funding and Expenditure during the last year			Maintenance Funding and Expenditure during the current year								
		Nos	Length	Funds Required	Funds Received	Expenditure	Funds Required for the year		Upto last quarter		During the Quarter		Cumulative		
							8	9	Funds Received	Expenditure	Funds Received	Expenditure	Funds Received	Expenditure	
1	2	3	4	5	6	7	8	9	10	11	12	13	14		

Quarterly Reporting Format for Maintenance Funding during the year as per Standard Bidding Document (Roads under Five Year Maintenance)



Format - QPR4-QM1

**Quarterly Reporting Format for Monitoring of First Tier of Quality Mechanism**

State: Reporting for the quarter ending .....

#	District	On-going works during the quarter		No. of Packages in which QC field labs		No. of Tests conducted by/in presence of EE	Remarks, if any
		No. of Works	No. of Packages	Established	Not Established*		
1	2	3	4	5	6	7	8
	Total						

\* Detailed Reasons for not establishing field laboratories and not conducting tests shall be recorded and submitted on separate sheet.



Format - QPR5-QM2

**Quarterly Reporting Format for Monitoring of Second Tier of Quality Mechanism**

State:

Reporting for the quarter ending .....

#	District	On-going works during the quarter		Inspections						No of cases, action required			No of cases, action Taken			Remarks, if any		
		No. of Works	No. of Packages	Completed Works			Ongoing Works			C	O	T	C	O	T			
1	2	3	4	S	U	T	S	U	T	11	12	13	14	15	16	17		
	Total																	

S: Satisfactory, U: Unsatisfactory, T: Total, C: Completed, O: On-going

**Quarterly Reporting Format for Details of Action Taken Reports on Observations of National Quality Monitors**

State: \_\_\_\_\_ Reporting for the quarter ending .....

#	Duration	Inspections										Final ATRs Submitted	Grade Improved	Remarks
		Completed Works					Ongoing Works							
		T	S	SRI	U		T	S	SRI	U				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
1	Upto March _____													
2	April to March _____													
3	Upto Last Quarter during Year _____													
4	During Current Quarter _____													
	Total													

S: Satisfactory, U: Unsatisfactory, T: Total, C: Completed, O: On-going, SRI: Satisfactory Required Improvement

**Format - HYPR1  
Half-Yearly Format for Monitoring Delay in Award of Contracts under PMGSY as on .....**

State:

Length in km and cost in Rs Crore

#	Phase	Month of Clearance	Cleared Works			No. of Works Awarded within 3 Months of Clearance			No. of Works Awarded within 6 Months of Clearance			No. of Works Awarded >6 Months of Clearance			Balance Works to be Awarded			Re-marks	
			Nos.	Length	Cost	Nos.	Length	Cost	Nos.	Length	Cost	Nos.	Length	Cost	Nos.	Length	Cost		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	

Format - HYPR2

**Half-Yearly Format for Monitoring Delay in Completion as on .....**  
Length in km and Amount in Rs Crore

State

#	Phase	Sanctioned Works			Works Completed within Stipulated Time	Works Completed with Delay upto 6 Months	Works Completed with Delay 6-9 Months	Works Completed with Delay of >9 Months	Liquidated Damages		Remarks
		Nos.	Length	Cost					Levied	Recovered	
1	2	3	4	5	6	7	8	9	10	11	12

**Annual Reporting Format for Projected Completion Plan PMGSY Works Sanctioned**

Name of State

Reporting for the year ending

Length in Km and Amount in Rs.Lakh

S. No	District	Road Works Sanctioned		Completion Status as on .....		Completion Plan												Remarks if any			
		Nos.	Length	Estimated Cost	Completed Length	Expenditure	First Quarter			Second Quarter			Third Quarter			Fourth Quarter					
							Nos	Length	Expenditure	Nos	Length	Expenditure	Nos	Length	Expenditure	Nos	Length		Expenditure		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		

Note: The information should be prepared Phase-wise for those phases in which the works are still on-going. For Phase-I the information should be excluding BMS

**Annual Reporting Format for Disciplinary Action Taken by the States against Personnel Involved in Irregularities under PMGSY for the Year.....**

**State:** \_\_\_\_\_

Reporting for the year ending.....

Officers/Staff	Personnel Placed under Suspension		Departmental Proceeding Started		No. of Works Awarded within 3 Months of Clearance		Major Punishment Awarded		Remarks (if any)
	During the year	Cumulative	During the year	Cumulative	During the year	Cumulative	During the year	Cumulative	
1	2	3	4	5	6	7	8	9	10
Class I									
Class II									
Class III and below									
Total									

Format - AR3

**Annual Reporting Format for Action Taken against Contractors under PMGSY for the Year.....**

State: .....

Reporting for the year ending.....

Phase	No. of Packages Contract Terminated under Clause 52 of GCC		Amount Recovered from Contractor under Clause 53.1 of GCC		No. of Contractors Disqualified for PMGSY Tendering as per Clause 4.7 of ITB of MBD		No. of Contractors Black-listed		No. of Works Awarded within 6 Months of Clearance
	During the year	Cumulative	During the year	Cumulative	During the year	Cumulative	During the year	Cumulative	
1	2	3	4	5	6	7	8	9	10
<b>Total</b>									

## Performance Output Matrix (PoM)

Sr. No.	Deliverables	Target (2010-11)	Achievement (2010-11)	Planned Outcome (2011-12)	Achievement during 2011-12	Responsible Agency/Team/Person			
						State Govt.	Date of Completion	MoRD	Date of Completion
1	2	3	4	5	6	7	8	9	10
1	<b>Capacity Building and Institutional Development</b>								
1.1	Training.								
1.2	Training of IT Nodal Officers.								
2	Quality Monitoring								
2.1	Setting up of field laboratories for testing of quality of materials and workmanship.								
2.2	2nd Tier Quality monitoring (Inspection by State Quality Monitors).								
2.3	3rd Tier Quality Monitoring (inspection by National Quality Monitors).								
2.4	Monitoring of Action Taken Report (ATRs) on findings of NQMs.								



Sr. No.	Deliverables	Target (2010-11)	Achievement (2010-11)	Planned Outcome (2011-12)	Achievement during 2011-12	Responsible Agency/Team/Person			
						State Govt.	Date of Completion	MoRD	
1	2	3	4	5	6	7	8	9	10
3	Monitoring of Progress								
3.1	Update & Digitization of Core Network for effective management of rural road network in PMGSY								
3.2	Scrunity of proposals.								
3.3	Habitation Coverage								
3.4	Construction/ Upgradation of Road Length.								
3.5	Quarterly monitoring fo Externally Aided Projects.								
3.6	R & D								
4	Ensuring Transparency								
4.1	Implementation of E-Pro-curement under PMGSY								
4.2	Updating OMMAS								
Financial Management									
5.1	Engagement of auditors.								
5.2	Annual audits.								

Sr. No.	Deliverables	Target (2010-11)	Achievement (2010-11)	Planned Outcome (2011-12)	Achievement during 2011-12	Responsible Agency/Team/Person			
						State Govt.	Date of Completion	MoRD	Date of Completion
1	2	3	4	5	6	7	8	9	10
5.3	Internal Audit.								
5.4	Action on the observations of auditors.								
5.5	Reconciliation of opening balances in utilization certificate, audit report and Banker's certificate.								
5.6	Submission of compliance of CAG report.								

### Contribution of State Share in the Programme Fund (Half Yearly)

Name of the State: \_\_\_\_\_

Status as on \_\_\_\_\_

	1	2	3	4	5	6	7	8	9	10	11
		GOI sanction amount	GOI share	State share longer bridges, wider CW heavy traffic	Funds released to SRRDA A/c by state towards state share	Tendered cost	Tender premium payable by state	Funds released by state to SRRDA A/c towards tender premium	Funds required to be paid by the state due to incentive (e.g. escalation)	Funds made available to SRRDA A/c by the state for such incentive	Total state funding required
	1	2	3	4	5	6	7	8	9	10	11
	Phase I										(col. 4+7+9)
	Phase II										
	Phase III										
	Phase IV										
	Phase V										
	Phase VI										
	Phase VII										
	Phase VIII										
	Phase IX										
	EAP Projects (World Bank & ADB)										
	Tranche I										
	Tranche II										
	Tranche III										
	Etc.										

**Pradhan Mantri Gram Sadak Yojana (PMGSY)  
Action Taken Statement of the Pending Reports of NQMs of the  
..... District for the month of .....**

Sr. No.	Name of Block & Name of Work	Paragraph of Report on which action required.		Parawise Action Taken	Whether Action is complete (Yes/ No)	If 'No' in col 6, specify the Date when the Action will be completed	Remarks/ Reasons for delay if any
		Sr. No. of Para	Action Required				
1	2	3	4	5	6	7	8

(Name and Signature of Executive Engineer / PIU)

## ABBREVIATIONS AND ACRONYMS

ADB	Asian Development Bank
AE	Assistant Engineer
BOQ	Bill of Quantities
BT	Black Topping
CAG	Comptroller and Auditor General
CE	Chief Engineer
CPCB	Central Pollution Control Board
CPM	Critical Path Method
CVO	Chief Vigilance Officer
DPR	Detailed Project Report
ECOP	Environmental Code of Practice
EE	Executive Engineer
EMP	Environment Management Plan
ESMF	Environment and Social Management Framework
GCC	General Conditions of Contract
GSB	Granular Sub Base
IA	Implementing Agency
IAHE	Indian Academy of Highway Engineers
IFB	Invitation for Bids
IRC	Indian Roads Congress
ITB	Instructions to Bidders
JE	Junior Engineer
JV	Joint Venture
MBD	Model Bidding Document
MORD	Ministry of Rural Development, Government of India
NABARD	National Bank for Agriculture and Rural Development
NAC	National Academy of Construction, Hyderabad
NIRD	National Institute of Rural Development, Hyderabad
NIT	Notice Inviting Tender

NITHE	National Institute for Training of Highway Engineers (now IAHE)
NQM	National Quality Monitor
NRRDA	National Rural Roads Development Agency
OMMAS	Online Monitoring and Management Accounting System
PAC	Performance Audit Consultant
PAN	Permanent Account Number
PEC	Procurement Evaluation Committee
PIU	Project Implementation Unit
PMC	Project Management Consultant
PMGSY	Pradhan Mantri Gram Sadak Yojana
PMU	Procurement Management Unit
PRED	Panchayati Raj Engineering Department
PWD	Public Works Department
QAHB	Quality Assurance Hand Book
Rs	Rupees (Indian National Currency)
REO	Rural Engineering Organisation
RES	Rural Engineering Service (Department)
RIDF	Rural Infrastructure Development Fund (of NABARD)
RWD	Rural Works Department
SE	Superintending Engineer
SIRD	State Institute of Rural Development
SPCB	State Pollution Control Board
SQC	State Quality Coordinator
SQM	State Quality Monitor
SRRDA	State Rural Roads Development Agency
STA	State Technical Agency
WB	World Bank
<u>Units</u>	
Lakh	1, 00,000
Crore	1, 00,00,000



