



प्रधानमंत्री ग्राम सडक योजना

उत्तराखण्ड ग्रामीण सडक विकास अभिकरण
ग्राम्य विकास विभाग, उत्तराखण्ड शासन

सूचना का अधिकार
सम्बन्धी मैनुअल
2019–2020

सूचना अधिकार विधेयक के सम्बन्ध में विवरण

उत्तराखण्ड ग्रामीण सडक विकास अभिकरण

(ग्राम्य विकास विभाग, उत्तराखण्ड शासन का अभिकरण)

प्रस्तावना

भारत सरकार द्वारा वर्ष 2005 में सूचना अधिकार अधिनियम पारित करते हुये इसे जम्मू एवं कश्मीर को छोडकर पूरे देश में लागू करने की अपेक्षा की गई है। उत्तराखण्ड में भी यह अधिनियम 12 अक्टूबर 2005 से लागू किया जा चुका है। इस अधिनियम के तहत सूचना प्राप्ति के अधिकार को कानूनी रूप दे दिया गया है। भारत के प्रत्येक नागरिक को यह अधिकार है कि वह सूचना प्राप्त कर सकता है। इस अधिनियम के अन्तर्गत प्रत्येक प्रकार की सूचनायें जो अधिनियम की धारा— 8 के अन्तर्गत प्रतिबन्धित नहीं हैं चाहे अभिलेखों के रूप में हो अथवा इलेक्ट्रॉनिक रूप में हों, के निरीक्षण उनकी सत्यापित प्रति प्राप्त करने आदि के लिये प्रत्येक नागरिक अधिकृत होगा।

प्रत्येक नागरिक द्वारा सूचना मांगी जाने के 30 दिन के अन्दर सूचना दी जानी है जिन मामलों में व्यक्ति के जीवन तथा सुरक्षा का प्रश्न होगा, वे सूचनायें 48 घण्टे के अन्तर्गत दी जानी होंगी। प्रत्येक लोक प्राधिकारी का दायित्व होगा कि इन सूचनाओं को लिखित अथवा इलेक्ट्रॉनिक माध्यम से प्रार्थना करने पर प्रदान करना होगा। जिन सूचनाओं को प्रदान नहीं किया जा सकता उनका उल्लेख अधिनियम की धारा—6 में किया गया है। प्रत्येक अधिष्ठान में एक लोक प्राधिकारी तथा सहायक लोक प्राधिकारियों की तैनाती की जायेगी तथा उनके ऊपर अपील अधिकारी की भी नियुक्ति की जायेगी, जो लोक प्राधिकारी से वरिष्ठ अधिकारी होंगे। सूचना प्राप्त करने के प्रार्थनापत्र प्राप्त होने के उपरान्त भी सूचना न देने पर दण्ड की व्यवस्था की गई है,

द्वितीय अपील हेतु राज्य स्तर पर एक राज्य सूचना आयोग स्थापित किया जायेगा तथा राष्ट्रीय स्तर पर केन्द्रीय सूचना आयोग का गठन होगा। अपील अधिकारी प्रार्थनापत्र का निस्तारण 30 दिन के अन्दर करेंगे। प्रत्येक लोक प्राधिकरण द्वारा विभाग से सम्बन्धित 16 मैनुअल तैयार करने की अपेक्षा भी की गई है। इन मैनुअलों का विवरण पृथक से प्रस्तुत किया जा रहा है।

उत्तराखण्ड ग्रामीण सडक विकास अभिकरण

स्मृति-पत्र

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| 1 | संस्था का नाम— | उत्तराखण्ड ग्रामीण सडक विकास अभिकरण। |
| 2 | संस्था का पूरा पता— | उत्तराखण्ड ग्रामीण सडक विकास अभिकरण,
ग्राम्य विकास शाखा उत्तराखण्ड सचिवालय,
4 सुभाष मार्ग, देहरादून। |
| 3 | संस्था का कार्य क्षेत्र— | सम्पूर्ण उत्तराखण्ड। |
| 4 | संस्था के उद्देश्य— | <p>(i) ग्रामीण क्षेत्र में सडको के नियोजन के कार्य को करना तथा कोर नेटवर्क व पी0एम0जी0एस0वाई0 के माध्यम से नियोजन के कार्य को अध्यतन रखना।</p> <p>(ii) कोर नेटवर्क के आधार पर जिला पंचायतो से ग्रामीण क्षेत्रों में सडको के निर्माण के प्रस्ताव प्राप्त करना, उनको कोर नेटवर्क के आधार पर सर्वे एवं डी0पी0आर0 व कार्य पूर्ण कराकर अभिकरण की सामान्य सभा में पारित कराना तथा राज्य स्तरीय टैक्नीकल एजेन्सी से स्कूटनाईज कराकर राष्ट्रीय ग्रामीण सडक विकास अभिकरण माध्यम से ग्रामीण विकास मंत्रालय, भारत सरकार को स्वीकृति हेतु भेजना।</p> <p>(iii) भारत सरकार, राज्य सरकार अथवा अन्य श्रोतों से प्राप्त धनराशि को प्राप्त करना तथा जिस उद्देश्य के लिए धनराशि उपलब्ध करायी गयी है, उसके उद्देश्यों की पूर्ति करना।</p> <p>(iv) अभिकरण को प्राप्त निधियों का चार्टर्ड एकाउटेन्ट से तथा भारत सरकार अथवा राज्य सरकार के द्वारा भेजे गये आर्डिटों से आडिट कराकर उनका परिपालन कराना।</p> |

- (v) कार्यदायी संस्थाओं के मध्य समन्वय की भूमिका सम्पादित करना तथा भौतिक वित्तीय प्रगति प्राप्त कर उनका अनुश्रवण करना तथा राज्य सरकार एवं भारत सरकार को प्रगति आख्या से अवगत कराने की कार्यवाही करना।
- (vi) भारत सरकार अथवा राज्य सरकार द्वारा ग्रामीण सड़क योजना के कार्यों यदि कन्सल्टेन्ट के माध्यम से सम्पादित कराने के निर्देश दिये जाते हैं तो योजनाओं को कन्सल्टेन्ट के माध्यम से कराने की कार्यवाही करना।
- (vii) ग्रामीण सड़क योजना के निर्माण कार्यों के लिए टेण्डर आमन्त्रित करना स्वीकार की कार्यवाही करना तथा स्वीकृति उपरान्त कार्यों को सम्पादित कराने की कार्यवाही सुनिश्चित कराना।
- (viii) भारत सरकार द्वारा नामित नेशनल क्वालिटी मानीटर्स के राज्य में निरीक्षण आने पर उनके निरीक्षणों की व्यवस्था कराना, उनके द्वारा दी गयी रिपोर्ट कार्यवाही सुनिश्चित कराकर उनकी परिपालन आख्या भारत सरकार को भिजवाना।
- (ix) ग्रामीण सड़क योजना के कार्यों के निरीक्षणार्थ राज्य स्तरीय क्वालिटी कन्ट्रोल मानीटर की नियुक्ति की कार्यवाही करना। उनके द्वारा किये जाने वाले निरीक्षणों को रोस्टर बनाना। निरीक्षण की रिपोर्ट्स प्राप्त होने के उपरान्त उन पर कार्यवाही करना।
- (x) ग्रामीण सड़क योजना के कार्यों के निरीक्षणार्थ जिला स्तर पर भी समिति

- गठित कर उनसे निरीक्षण आदि का कार्य सम्पादित गुणवत्ता को सुनिश्चित कराना।
- (xi) ग्रामीण सड़क योजना के क्रियान्वयन के लिए ऐसे सभी कार्यों को कराना जिनकी आवश्यकता योजना क्रियान्वयन में आवश्यक समझी।
- (xii) भारत सरकार अथवा राज्य सरकार द्वारा ऐसे सभी कार्य सम्पादित समय-समय पर इस अभिकरण को सौंपे जाये।

5 संस्था की शासी निकाय के पदाधिकारियों एवं सदस्यों का विवरण:-

क्र० सं०	पद	पता	व्यवसाय	हस्ताक्षर
1	मुख्य सचिव, उत्तराखण्ड शासन	मुख्य सचिव, उत्तराखण्ड शासन सचिवालय, देहरादून	राजकीय सेवा	
2	अध्यक्ष, यू०आर०डी०डी०ए०, उत्तराखण्ड शासन	अध्यक्ष, यू०आर०डी०डी०ए०, उत्तराखण्ड शासन सचिवालय, देहरादून	राजकीय सेवा	
3	मुख्य कार्यकारी , यू०आर०डी०डी०ए० / ग्राम्य विकास	प्रमुख सचिव / आयुक्त, ग्राम्य विकास, उत्तराखण्ड शासन, सचिवालय, देहरादून	राजकीय सेवा	
4	सदस्य, यू०आर०डी०डी०ए० / प्रमुख सचिव, वित्त	प्रमुख सचिव, वित्त, उत्तराखण्ड शासन, सचिवालय, देहरादून	राजकीय सेवा	
5	सदस्य, यू०आर०डी०डी०ए० / सचिव नियोजन	सचिव, नियोजन, उत्तराखण्ड शासन, सचिवालय, देहरादून।	राजकीय सेवा	
6	सदस्य, यू०आर०डी०डी०ए० /	सचिव वन उत्तराखण्ड शासन	राजकीय सेवा	

	सचिव, वन	सचिवालय, देहरादून		
6	सदस्य, यू0आर0डी0डी0ए0 / सचिव, लोक निर्माण विभाग	सचिव लो0नि0वि0 उत्तराखण्ड शासन, देहरादून	राजकीय सेवा	
7	सदस्य, यू0आर0डी0डी0ए0 / सचिव लोक निर्माण विभाग	अपर सचिव, ग्राम्य विकास उत्तराखण्ड शासन, सचिवालय, देहरादून	राजकीय सेवा	
8	अपर मुख्य कार्यकारी यू0आर0डी0डी0ए0 / अपर सचिव ग्राम्य विकास	अपर सचिव, ग्राम्य विकास उत्तराखण्ड शासन, सचिवालय देहरादून	राजकीय सेवा	
9	सदस्य, यू0आर0डी0डी0ए0 / मुख्य अभियन्ता एवं विभागाध्यक्ष, लो0नि0वि0	मुख्य अभियन्ता एवं विभागाध्यक्ष, लो0नि0वि0, उत्तराखण्ड, देहरादून	राजकीय सेवा	
10	मुख्य कार्यकारी द्वारा नामित एजेन्सी के दो अन्य अधिकारी		राजकीय सेवा	

उत्तराखण्ड ग्रामीण सडक विकास अभिकरण

नियमावली

1.	संस्था का नाम	उत्तराखण्ड ग्रामीण सडक विकास अभिकरण।
2.	संस्था का पूरा पता	उत्तराखण्ड ग्रामीण सडक विकास अभिकरण, ग्राम्य विकास शाखा उत्तराखण्ड सचिवालय, 4 सुभाष मार्ग, देहरादून।
3.	संस्था का कार्य क्षेत्र	सम्पूर्ण उत्तराखण्ड।
4.	संस्था के उद्देश्य—	<p>(i) ग्रामीण क्षेत्र में सडको के नियोजन के कार्य को करना तथा कोर नेटवर्क व पी0एम0जी0एस0वाई0 के माध्यम से नियोजन के कार्य को अध्यतन रखना।</p> <p>(ii) कोर नेटवर्क के आधार पर जिला पंचायतो से ग्रामीण क्षेत्रों में सडको के निर्माण के प्रस्ताव प्राप्त करना, उनको कोर नेटवर्क के आधार पर सर्वे एवं डी0पी0आर0 व कार्य पूर्ण कराकर अभिकरण की सामान्य सभा में पारित कराना तथा राज्य स्तरीय टैक्नीकल एजेन्सी से स्कूटनाईज कराकर राष्ट्रीय ग्रामीण सडक विकास अभिकरण माध्यम से ग्रामीण विकास मंत्रालय, भारत सरकार को स्वीकृति हेतु भेजना।</p> <p>(iii) भारत सरकार, राज्य सरकार अथवा अन्य श्रोतों से प्राप्त धनराशि को प्राप्त करना तथा जिस उद्देश्य के लिए धनराशि उपलब्ध करायी गयी है, उसके उद्देश्यों की पूर्ति करना।</p> <p>(iv) अभिकरण को प्राप्त निधियों का चार्टर्ड एकाउटेन्ट से तथा भारत सरकार अथवा राज्य सरकार के द्वारा भेजे गये आर्डिटों से आडिट कराकर उनका परिपालन कराना।</p> <p>(v) कार्यदायी संस्थाओं के मध्य समन्वय की भूमिका सम्पादित करना तथा भौतिक</p>

		<p>वित्तीय प्रगति प्राप्त कर उनका अनुश्रवण करना तथा राज्य सरकार एवं भारत सरकार को प्रगति आख्या से अवगत कराने की कार्यवाही करना।</p> <p>(vi) भारत सरकार अथवा राज्य सरकार द्वारा ग्रामीण सडक योजना के कार्यों यदि कन्सल्टेन्ट के माध्यम से सम्पादित कराने के निर्देश दिये जाते हैं तो योजनाओं को कन्सल्टेन्ट के माध्यम से कराने की कार्यवाही करना।</p> <p>(vii) ग्रामीण सडक योजना के निर्माण कार्यों के लिए टेण्डर आमन्त्रित करना स्वीकार की कार्यवाही करना तथा स्वीकृति उपरान्त कार्यों को सम्पादित कराने की कार्यवाही सुनिश्चित कराना।</p> <p>(viii) भारत सरकार द्वारा नामित नेशनल क्वालिटी मानीटर्स के राज्य में निरीक्षण आने पर उनके निरीक्षणों की व्यवस्था कराना, उनके द्वारा दी गयी रिपोर्ट कार्यवाही सुनिश्चित कराकर उनकी परिपालन आख्या भारत सरकार को भिजवाना।</p> <p>(ix) ग्रामीण सडक योजना के कार्यों के निरीक्षणार्थ राज्य स्तरीय क्वालिटी कन्ट्रोल मानीटर की नियुक्ति की कार्यवाही करना। उनके द्वारा किये जाने वाले निरीक्षणों को रोस्टर बनाना। निरीक्षण की रिपोर्ट्स प्राप्त होने के उपरान्त उन पर कार्यवाही करना।</p> <p>(x) ग्रामीण सडक योजना के कार्यों के निरीक्षणार्थ जिला स्तर पर भी समिति गठित कर उनसे निरीक्षण आदि का कार्य सम्पादित गुणवत्ता को सुनिश्चित कराना।</p> <p>(xi) ग्रामीण सडक योजना के क्रियान्वयन के लिए ऐसे सभी कार्यों को कराना जिनकी आवश्यकता योजना क्रियान्वयन में आवश्यक समझी।</p>
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		(xii) भारत सरकार अथवा राज्य सरकार द्वारा ऐसे सभी कार्य सम्पादित समय-समय पर इस अभिकरण को सौंपे जाये।
5.	संस्था की सदस्यता तथा सदस्यों के वर्ग	विशिष्ट (आजीवन, विशिष्ट, सामान्य संरक्षक आदि)
6.	सदस्यता की समाप्ति	मृत्यु, पागलपन, दण्डित होना, दिवालिया होना, शुल्क न देना तथा यदि पदेन सदस्य उक्त पद भारत से मुक्त हो गया अथवा उसके उत्तराधिकारी द्वारा पद भार ग्रहण कर लिया हो।
7.	संस्था के अंग (अ) शासकीय निकाय	<p>संस्था की एक शासकीय निकाय होगी, जो संस्था की सर्वोच्च परिषद होगी तथा संस्था के सभी प्रकरणों में अन्तिम निर्णय लेने हेतु सक्षम होगी।</p> <p>शासकीय निकाय की सदस्यता निरस्त की जा सकती है, यदि पदेन सदस्य उक्त पदभार से मुक्त हो गया हो अथवा उसके उत्तराधिकारी द्वारा पदभार ग्रहण कर लिया गया है।</p> <p>(ब) प्रबन्धकारिणी समिति— संस्था की एक प्रबन्धकारिणी समिति होगी जिसे कार्यकारी समिति कहा जायेगा। यह शासकीय निकाय के नियन्त्रण में होगी तथा कार्यकारी कार्यों के लिए उत्तरदायी होगी।</p>
8.	शासी निकाय:— (अ) गठन	संस्था की एक शासकीय निकाय होगी जिसके सदस्य जिसके निम्न सदस्य होंगे।
	(ब) बैठक, सामान्य व विशेष	शासी निकाय की बैठक सामान्यता प्रत्येक 6 माह में एक बार अभिकरण मुख्यालय पर देहरादून में आयोजित की जायेगी अथवा यथा आवश्यकता पहले भी की जा सकेगी। अध्यक्ष द्वारा निर्धारित या प्रदत्त किसी सुलभ स्थान

		<p>पर भी की जा सकती है।</p> <p>शासी निकाय प्रत्येक एक नोटिस जिसमें स्थान दिनांक व समय की सूचना होगी, सभी सदस्यों को दिया जायेगा। आपातकाल की स्थिति में अध्यक्ष समयवधिकों कम कर सकता है।</p> <p>शासी निकाय की बैठक की अध्यक्षता अध्यक्ष द्वारा या उसकी अनुपस्थिति में उपाध्यक्ष द्वारा की जायेगी।</p>
	(स) सूचना अवधि	<p>शासी की प्रत्येक बैठक का एक नोटिस जिसमें स्थान, दिनांक एवं समय की सूचना होगी। बैठक की तिथि से 15 दिन पूर्व सभी सदस्यों को दिया जायेगा। विशेष परिस्थिति में अध्यक्ष उपर्युक्त समयावधि को कम कर सकता है।</p>
	(द) गणपूर्ति	<p>शासी निकाय के 9 सदस्य अपनी बैठक में कोरम बनायेंगे/ निर्धारित करेंगे जो कि कुल संख्या के एक तिहाई होंगे। सचिव द्वारा किसी भी बैठक में कोरम के न होने पर बैठक स्थगित कर नयी बैठक आयोजित की जायेगी। स्थगित बैठक के लिए कोरम आवश्यक नहीं होगा।</p> <p>शासी निकाय का सदस्य यदि बैठक में उपस्थिति न हो सकें तो अपने द्वारा नामांकित व्यक्ति को बैठक में अपने स्थान पर भेज सकता है। उस व्यक्ति को बैठक में भाग लेने के तथा मत प्रयोग का अधिकारी होगा।</p> <p>शासी निकाय की बैठक में प्रत्येक सदस्य का एक मत होगा। सभी प्रकरण बहुत निर्धारित होंगे।</p>
	(य) विशेष/ वार्षिक	शासी निकाय की बैठक सामान्यतः

	अधिवेशन की तिथि आदि	प्रत्येक त्रैमास में एक बार अभिकरण मुख्यालय पर देहरादून में आयोजित की जायेगी अथवा अध्यक्ष द्वारा निर्धारित या प्रदत्त किसी सुलभ स्थान पर की जा सकेगी।
	(र) शासी निकाय के कर्तव्य/ अधिकार	<p>समिति द्वारा बैठक में बनाये गये प्राविधानों की अभिव्यक्ति के विषय में अभिकरण के उद्देश्यों की पूर्ति हेतु सभी कर्तव्य, अधिकार कार्यावलाप, क्रमागत और घटनात्मक समिति द्वारा निर्धारित किये जायेंगे। एक्ट में निर्धारित प्राविधानों को जो अभिकरण से सम्बन्धित है के लिए बनायेगी व दिलाव करेगी वार्षिक बजट व वार्षिक कार्य योजना को ध्यान में रखकर इसके कर्मिक अन्य उपायों को समिति द्वारा उचित माने गये हो ऐसी दशाओं में जिन्हें उपयुक्त माने गये हो अनुदान तथा ऋण प्रदान किये जायेंगे या ग्रहण करने की अनुमति प्रदान करेगी।</p> <p>ऐसे उद्देश्यों के लिए दशाओं के आधार समितियां , उपसमितियां, परिषद नियुक्त और निरस्त करेगी।</p> <p>अभिकरण के समस्त प्रशासनिक व तकनीकी कर्मचारियों का चयन व नियुक्ति करेगी।</p> <p>अभिकरण योजना परियोजनाओं हेतु नीति निर्धारित करेगी।</p> <p>अभिकरण योजना की आर्थिक स्थिति को देखेगा तथा आय व्यय को देखेगा तथा वार्षिक लेखा कार्यों को देखेगा।</p> <p>अभिकरण उद्देश्यों की पूर्ति हेतु आवश्यक कदम उठायेगा।</p>
9	प्रबन्धकारिणी समिति— (अ) गठन	<p>:</p> <p>:</p> <p>संस्था की एक शासकीय निकाय होगी जिसके सदस्य जिसके निम्न सदस्य</p>

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1	मुख्य सचिव, उत्तराखण्ड शासन	अध्यक्ष
2	प्रमुख सचिव/सचिव, ग्राम्य विकास उत्तराखण्ड शासन	उपाध्यक्ष/ मुख्य कार्यकारी
3	प्रमुख सचिव वित्त उत्तराखण्ड शासन	सदस्य
4	सचिव, नियोजन, उत्तराखण्ड शासन	सदस्य
5	सचिव लोक निर्माण विभाग, उत्तराखण्ड शासन	सदस्य
6	सचिव, वन उत्तराखण्ड शासन	सदस्य
7	आयुक्त, ग्राम्य विकास, उत्तराखण्ड	सदस्य
8	अपर सचिव, ग्राम्य विकास, उत्तराखण्ड शासन	सदस्य सचिव/ अपर मुख्य कार्यकारी
9	मुख्य अभियन्ता /विभागाध्यक्ष, लो०नि०वि०, उत्तराखण्ड	सदस्य
10	अभिकरण के अध्यक्ष द्वारा नामित एजेन्सी के दो अन्य पदाधिकारी	सदस्य
11	दो जनपदों के जिलाधिकारी (चक्रानुक्रम से)	सदस्य
12	दो जनपदों के मुख्य विकास अधिकारी (चक्रानुक्रम से) जिलाधिकारी एवं मुख्य विकास अधिकारी चक्रानुक्रम के आधार पर अलग अलग जिलों के प्रत्येक बैठक में नामित होंगे	सदस्य
13	मुख्य कार्यकारी द्वारा नामित एजेन्सी के दो अधिकारी	सदस्य

1	मुख्य सचिव, उत्तराखण्ड शासन	अध्यक्ष
2	प्रमुख सचिव / सचिव, ग्राम्य विकास उत्तराखण्ड शासन	उपाध्यक्ष / मुख्य कार्यकारी
3	अपर सचिव, ग्राम्य विकास पदेन अपर मुख्य कार्यकारी यू0आर0आर0डी0ए0	सदस्य
4	प्रमुख सचिव / सचिव, वित्त, अथवा उनके द्वारा नामित एक अधिकारी जो संयुक्त सचिव के स्तर से नीचे का नहीं होगा।	सदस्य
5	आयुक्त ग्राम्य विकास अथवा उनके द्वारा नामित अपर आयुक्त / उपायुक्त	सदस्य
6	मुख्य कार्यकारी द्वारा नामित एजेन्सी के दो अन्य अधिकारी	सदस्य

(ब) बैठक, सामान्य व विशेष	:	प्रबन्धकारिणी की बैठक प्रत्येक माह में एक बार परियोजना मुख्यालय पर आयोजित की जायेगी अथवा अध्यक्ष द्वारा निर्धारित या प्रदत्त किसी सुलभ स्थान पर कभी भी की जा सकती है। प्रबन्धकारिणी की प्रत्येक बैठक का एक नोटिस सभी सदस्यों को कम से कम 7 दिन पूर्व दिया जायेगा जिसमें स्थान दिनांक व समय की सूचना होगी। आपात काल की स्थिति में अध्यक्ष उपर्युक्त समयावधि को कम कर सकता है।
(स) सूचना अवधि	:	प्रबन्धकारिणी समिति की प्रत्येक बैठक जिसमें स्थान, दिनांक एवं समय की सूचना होगी। नोटिस बैठक की तिथि से 15 दिन पूर्व सभी सदस्यों को दिया जायेगा। आपातकाल की स्थिति में अध्यक्ष समयावधि को कम कर सकता है।

(द) गण पूर्ति	<p>:</p> <p>प्रबन्धकारिणी के 5 सदस्य अपनी बैठक में कोरम बनायेंगे/ निर्धारित करेंगे जो कि कुल संख्या के एक तिहाई होंगे। मुख्य कार्यकारी द्वारा किसी भी बैठक में कोरम के न होने पर बैठक स्थगित कर नयी बैठक आयोजित की जायेगी। स्थगित बैठक के लिए कोरम आवश्यक नहीं होगा। प्रबन्धकारिणी समिति के सदस्यों को चाहिए की यदि वे बैठक में उपस्थित न हो सकें तो अपने द्वारा नामांकित व्यक्ति को बैठक में अपने स्थान पर भेजें। उस व्यक्ति को बैठक में भाग लेने के तथा मत प्रयोग का अधिकारी होगा।</p> <p>प्रबन्धकारिणी की बैठक में प्रत्येक सदस्य का एक मत होगा, लेकिन मतों को बराबरी की दशा में सदस्य द्वारा मत प्रयोग किया जा सकेगा। सभी प्रकरण बहुमत निर्धारित होंगे।</p>
(य) रिक्त स्थानों की पूर्ति	<p>:</p> <p>प्रबन्धकारिणी समिति के किसी भी रिक्त पद की पूर्ति अधिकृत/ सक्षम प्राधिकारी द्वारा की जायेगी।</p>

<p>(र) प्रबन्धकारिणी समिति के कर्तव्य / अधिकारी</p>	<p>प्रबन्धकारिणी समिति कर्तव्य / अधिकार निम्न प्रकार होंगे :-</p> <p>अभिकरण की सामान्य सभाक पर्यवेक्षण नियन्त्रण में प्रबन्धकारिणी अभिकरण के स्मृति पत्र में दिये गये उद्देश्यों की पूर्ति करने के लिए प्रत्यनशील होगी। भारत सरकार एवं सामान्य सभा द्वारा समय समय सभी प्रशासकीय वित्तीय एवं तकनीकी अधिकारों का प्रयोग करेगी।</p> <p>प्रबन्धकारिणी समिति निम्न अधिकारों का प्रयोग करेगी:-</p> <p>प्रधानमंत्री ग्राम सड़क योजना के जिला पंचायतों से प्राप्त वार्षिक प्रस्तावों को भारत सरकार द्वारा नामित स्टेट टेकनिकल एजेन्सी से स्कूटनाइज कराकर सामान्य सभा के समक्ष प्रस्तुत करेगी तथा सामान्य सभा से पारित कराकर भारत सरकार को स्वीकृति हेतु भेजेगी। भारत सरकार तथा उत्तराखण्ड सरकार से प्राप्त निधियों को प्राप्त करेगी तथा राष्ट्रीयकृत बैंक में खातों का परिचालन करेगी। भारत सरकार तथा उत्तराखण्ड सरकार द्वारा दिये गये निर्देशों के क्रम में भुगतान इत्यादि की कार्यवाही सम्पादित करायेगी।</p> <p>भारत सरकार एवं राज्य सरकार द्वारा निधियों का अनुरक्षण करेगी तथा चार्टर्ड एकाउन्टेन्ट से लेखों का आडिट कराकर बैलेन्सशीट भारत सरकार को प्रेषित करेगी। वार्षिक रिपोर्ट तथा अभिकरण के लेखों का सामान्य सभा प्रस्तुत कर भारत सरकार को भेजने की कार्यवाही करेगी।</p> <p>सड़को के निर्माण की गुणवत्ता एवं व्यय पर नियन्त्रण रखने की कार्यवाही करेगी तथा अनुश्रवण का कार्य करेगी।</p> <p>कार्यदारी संस्थाओं, क्वालिटी मानीटर्स तथा ठेकेदारों के प्रशिक्षण कार्यक्रमों को सम्पादित करने का कार्य भी करेगी।</p> <p>भारत सरकार एवं राज्य सरकार द्वारा आयोजित किये जाने वाले बैठको, सेमीनारों , कार्यशालाओं तथा प्रशिक्षण कार्यक्रमों में भाग लेने हेतु अभिकरण/ कार्यदायी एजेन्सी के अधिकारियों को भेजने की व्यवस्था करेगी।</p> <p>भारत सरकार द्वारा मांगे जाने पर नेशनल क्वालिटी</p>
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	<p>मानिटर्स के नामों को भेजने की कार्यवाही करेगी राज्य स्टेट क्वालिटी मानीटर्स के चयन की कार्यवाही सम्पादित करेगी तथा राज्य में प्रधानमंत्री ग्राम सड़क योजना के अन्तर्गत सम्पादित कराये जा रहे कार्यों को इस क्वालिटी मानीटर्स से निरीक्षण कराकर कार्यवाही सम्पादित करेगी।</p> <p>राज्य सरकार द्वारा दिये जाने वाले किसी भी कार्य को सम्पादित करेगी।</p>
(ल) कार्यकाल	: प्रबन्धकारिणी का कार्यकाल सामान्यतः एक वर्ष का होगा। वर्ष की समाप्ति के उपरान्त साधारण सभा द्वारा वार्षिक बैठक में कार्यकाल की अवधि बढ़ायी जा सकेगी।

10 प्रबन्धकारिणी समिति के पदाधिकारियों के अधिकार व कर्तव्य—

(अ)	अध्यक्ष	: अभिकरण की प्रबन्धकारिणी समिति की सामान्य व विशेष बैठको की अध्यक्षता करेगा।
(ब)	मुख्य कार्यकारी	: <p>मुख्य कार्यकारी के निम्न अधिकार/ कर्तव्य होंगे अभिकरण की प्रबन्धकारिणी समिति की सामान्य व विशेष बैठको की अध्यक्ष की अनुपस्थिति में अध्यक्षता करेगा।</p> <p>मुख्य कार्यकारी अपनी सभी अथवा किसी भी अधिकार को अभिकरण में किसी भी अधिकारी को प्रतिनिधायन कर सकेगा।</p> <p>मुख्य कार्यकारी अभिकरण के स्मृति पत्र के प्राविधानों, बाईलाज एवं नियमों के अनुसार अभिकरण के कार्यकलापों का सम्पादन सम्पादित करेगा।</p> <p>मुख्य कार्यकारी अभिकरण के कार्यों के सहयोग के लिए शासकीय/ प्राईवेट सक्षम तकनीकी एजेन्सी का चयन कर सकेगा।</p> <p>अभिकरण में तैनात किये जाने वाले स्टाफ की संख्या, उनकी सेवा शर्तों को निर्धारित करने एवं उनको तैयार करने की कार्यवाही सम्पादित करेगा।</p> <p>मुख्य कार्यकारी को अधिकार होगा कि वह किसी भी व्यक्ति को प्रबन्धकारिणी समिति की बैठक में भाग लेने</p>

		<p>के लिए आमन्त्रित कर सकेगा।</p> <p>अध्यक्ष की अनुमति से मुख्य कार्यकारी किसी भी तिथि, समय व स्थान पर प्रबन्धकारिणी समिति बैठक को बुला सकेगा।</p> <p>साधारण सभा द्वारा स्वीकृत पदों की तैनाती/ नियुक्ति का अधिकारी मुख्य कार्यकारी की होगा।</p> <p>दो बैठकों के बीच के समय में मुख्य कार्यकारी प्रबन्धकारिणी के अधिकारों का उपयोग कर सकेगा। इस अधिकार के तहत किये गये कार्यों का प्रबन्धकारिणी समिति की होने वाली अगली बैठक में अनुमोदन कराना आवश्यक होगा।</p>
(स)	अपर मुख्य कार्यकारी	<p>:</p> <p>अपर मुख्य कार्यकारी के निम्न कर्तव्य/ अधिकार होंगे:—</p> <p>मुख्य कार्यकारी की अनुपस्थिति में अपर मुख्य कार्यकारी प्रबन्धकारिणी समिति के अध्यक्ष के कार्यों को सम्पन्न करेगा।</p> <p>मुख्य कार्यकारी द्वारा प्रतिनिधित्वित उन सभी अधिकारों/ कर्तव्यों को सम्पादित करेगा जो उसे प्रतिनिधानित कराये जायेंगे।</p>

संस्था के नियमों व विनियमों में संशोधन प्रक्रिया	:	संस्था राज्य सरकार द्वारा प्रस्तावित विषय में अपने उद्देश्य अधिवेशन की तिथि आदि बदल सकती है:—
		<ul style="list-style-type: none"> • यदि समिति किसी प्रकार के बदलाव व विस्तार के विषय में लिखित रिपोर्ट प्रस्तुत करें। • यदि समिति इन नियमों व मान्यताओं के लिए अभिकरण की सामान्य सभा की बैठक आयोजित करें। • यदि इस बैठक से 10 दिन पूर्व सभी सदस्यों को यह रिपोर्ट डाक द्वारा भेजी जा चुकी है। • यदि इन बदलावों को अभिकरण की साधारण सभा के सदस्यों के 3/5 मत हासिल हो। • राज्य सरकार द्वारा प्रस्तावित तथा साधारण सभा के सदस्यों के 3/5 मत द्वारा पास प्रस्ताव के तहत अभिकरण के प्रस्तावित या अन्य नियम बदले तथा निरस्त किये जा सकते

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12 संस्था के कोष	<p>: संस्था के कोष के निम्न प्राविधान होंगे।</p> <ul style="list-style-type: none"> ● भारत सरकार द्वारा प्राप्त बजट ● राज्य सरकार द्वारा प्राप्त बजट ● अन्य स्रोतों द्वारा प्राप्त आय ● ब्याज से प्राप्त आय ● अन्य किसी भी मत से प्राप्त बजट <p>संस्था का खाता राष्ट्रीयकृत बैंक में ही खोला जायेगा। समय समय पर भारत सरकार एवं राज्य सरकार द्वारा जारी दिशा निर्देशों के अनुसार खातों में बदलाव किया जा सकेगा।</p>
13. संस्था के आय-व्यय का लेख परीक्षण	<p>:</p> <ul style="list-style-type: none"> ● अभिकरण द्वारा नियुक्त चार्टर्ड एकाउन्टेन्ट द्वारा अभिकरण के लेखे का सम्प्रेक्षण (आडिट) प्रत्येक वर्ष होगा। ● भारत सरकार अथवा राज्य सरकार द्वारा नामित आडिटर द्वारा भी लेखे का सम्प्रेक्षण किया जा सकेगा। ● चार्टर्ड एकाउन्टेन्ट अथवा भारत सरकार या राज्य सरकार द्वारा नामित आडिटर को यह अधिकार होगा कि आडिट के समय अभिकरण के लेखों से सम्बन्धित प्रपत्रों (डाक्यूमेन्ट) को आडिट करने हेतु मांग सकता है। ● चार्टर्ड एकाउन्टेन्ट अथवा भारत सरकार या राज्य सरकार द्वारा नामित आडिटर द्वारा आडिट किये गये प्रशिक्षण एवं अपनी अभिमत से अभिकरण के मुख्य कार्यकारी को अवगत करायेगा तथा मुख्य कार्यकारी का यह दायित्व होगा कि वह आडिट के इस परिणाम से अभिकरण की सामान्य सभा, राज्य सरकार तथा भारत सरकार को अवगत कराये।
14. संस्था द्वारा अथवा उनके विरुद्ध अदालती कार्यवाही के संचालन का उत्तरदायित्व	<p>:</p> <ul style="list-style-type: none"> ● सोसाइटी रजिस्ट्रेशन अधिनियम 1860 की धारा 6 के प्राविधानों के तहत अभिकरण के मुख्य कार्यकारी अभिकरण के नाम से विधिक कार्यवाही करने का अधिकार होगा तथा

	उसी के नाम से विधिक कार्यवाही की जा सकेगी।
15. संस्था के अभिलेख (सदस्यता रजिस्टर, कार्यवाही रजिस्टर स्टाक रजिस्टर एवं कैशबुक आदि)	<p>संस्था अपने पंजीकृत कार्यालय में उचित पुस्तिकायें रखेगी जिनमें मुख्य निम्न प्रकार है:-</p> <ul style="list-style-type: none"> ● अभिकरण के सम्पत्ति रजिस्टर ● घोषणा रजिस्टर ● प्रगति रजिस्टर ● नगद पुस्तिका ● अभिकरण के कर्मचारियों के अभिलेख ● कैश बुक ● बैंक पास बुक ● कार्यवाही रजिस्टर
16 संस्था के विघटन और विघटित और विघटित सम्पत्ति के निस्तारण की कार्यवाही (धारा 13 व 14)	<p>:</p> <p>संस्था के विघटन और विघटित सम्पत्ति के निस्तारण की कार्यवाही सोसाइटी रजिस्ट्रेशन अधिनियम की धारा 13 व 14 के अन्तर्गत की जायेगी।</p>
17. अन्य ऐसे सभी विवरण / प्राविधान जो संस्था के उद्देश्यों की पूर्ति एवं संस्था के संचालन में सहयोगी, उपयोगी एवं आवश्यक हो (धारा 3 व 4)	<p>:</p> <p>सोसाइटी अधिनियम 1860 के सभी प्राविधान इस पर भी लागू होंगे।</p> <ul style="list-style-type: none"> ● सोसाइटी रजिस्ट्रेशन अधिनियम की धारा के प्राविधानों के

	<p>अनुसार अभिकरण राज्य सरकार की अनुमति से अभिकरण के प्रयोजन को बदल सकता है, प्रयोजन को बढ़ा सकता है तथा प्रयोजन में कमी कर सकता है एवं अभिकरण का विघटन कर सकता है।</p> <ul style="list-style-type: none"> ● राज्य सरकार के अनुमति के उपरान्त अभिकरण के नियमों में संशोधन के लिए अभिकरण की बुलायी गयी विशेष बैठक में अभिकरण की साधारण सभा के उपस्थित एवं मतदान करने वाले सदस्यों के बहुमत के संकल्प से अभिकरणों के नियमों में किसी भी समय बदलाव किया जा सकता है। ● अभिकरण के विघटन एवं समाप्त होने की दशा में अभिकरण की समस्त सम्पत्ति राज्य सरकार अथवा भारत सरकार में निहित की जायेगी।
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मैनुअल संख्या-1

संगठन की विशिष्टियां, कृत्य एवं कर्तव्य

ग्रामीण विकास विभाग, भारत सरकार के द्वारा प्रधानमंत्री ग्राम सड़क योजना के क्रियान्वयन हेतु जारी दिशा निर्देशों के अनुसार प्रत्येक राज्य में एक राज्य स्तरीय ग्रामीण विकास अभिकरण की स्थापना की जानी थी जिसके क्रम में उत्तराखण्ड राज्य में भी उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण का गठन 18 दिसम्बर 2003 में किया गया है, जो सासाईटी रजिस्ट्रेशन एक्ट 1860 के अन्तर्गत पंजीकृत है। संस्था का पंजीकरण पंजीयन संख्या- 884/2003-04 दिनांक 18.12.2003 द्वारा किया गया है तथा दिनांक 17.12.2008 तक वैध है। संस्था का कार्य क्षेत्र सम्पूर्ण उत्तराखण्ड राज्य है। संस्था का मुख्य कार्यालय राज्य के मुख्यालय देहरादून में स्थित है तथा संस्था को यह अधिकार प्राप्त है कि राज्य की किसी अन्य स्थान पर अधीनस्थ कार्यालय स्थापित कर सकें। इस संस्था के सृजन का मुख्य उद्देश्य प्रधानमंत्री ग्राम सड़क योजना के अन्तर्गत भारत सरकार से प्राप्त धनराशि का सदुपयोग सुनिश्चित करना तथा निर्धारित मानकों के अनुसार उपयुक्त मार्गों का चयन करते हुए स्टेट लेवल स्टैण्डिंग कमेटी से अनुमोदन करवाना। मार्गों के चयन से पूर्व जनपदवार कोर नेटवर्क तैयार करवाकर संयोजकर्ता की स्थिति ज्ञात करने एवं इसकी पुष्टि करने हेतु जनपदों के जिला पंचायतों से कोर नेटवर्क का परीक्षण एवं अनुमोदन सुनिश्चित करना ताकि कार्यों के चयन में जनता की भागीदारी सुनिश्चित की जा सके तथा चयन प्रक्रिया में कोई त्रुटि न रहने पाये।

उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण के संचालन का कार्य संस्था की गवर्निंग बाडी, जिसके अध्यक्ष प्रदेश के मुख्य सचिव है तथा उपाध्यक्ष प्रमुख सचिव/ सचिव, ग्राम्य विकास उत्तराखण्ड शासन होंगे तथा प्रमुख सचिव, वित्त/ नियोजन/ लोक निर्माण विभाग/वन , आयुक्त, ग्राम्य विकास , मुख्य अभियन्ता/ विभागाध्यक्ष, लोक निर्माण विभाग, संस्था के अध्यक्ष द्वारा नामित संस्था के दो अधिकारी एवं छः अन्य नामित अधिकारी सदस्य है। संस्था का एक प्रबन्ध कारिणी समिति भी है जिसके अध्यक्ष मुख्य सचिव, उपाध्यक्ष, प्रमुख सचिव/ सचिव, ग्राम्य विकास , अन्य सदस्यों में सचिव, वित्त, अपर सचिव, ग्राम्य विकास , आयुक्त ग्राम्य विकास तथा एजेन्सी के दो नामित अधिकारी है।

उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण का गठन प्रधानमंत्री ग्राम सड़क योजना के अन्तर्गत निश्चित आबादी के ऊपर के बसावटें जो मोटर मार्ग से जुड़े हुये नहीं थे उन्हें वर्षभर चलने योग्य मोटर मार्ग से जोड़ना सुनिश्चित कराने के उद्देश्य से किया गया है। मैदानी क्षेत्रों में वर्ष 2001 की जनगणना के अनुसार 500 से अधिक आबादी की असंयोजित बसावटों को एवं पर्वतीय क्षेत्रों में 250 से अधिक आबादी की असंयोजित बसावटों को मोटर मार्ग से जोड़े जाने का लक्ष्य है।

संस्था द्वारा निम्न कृत्यों का निर्वाहन किया जाता है:—

ग्रामीण क्षेत्र में सड़कों के नियोजन के कार्य को करना तथा कोर नेटवर्क व जी0आई0एस0 के माध्यम से नियोजन के कार्य को अध्ययन रखना।

कोर नेटवर्क के आधार पर जिला पंचायतों से ग्रामीण क्षेत्रों में सड़कों के निर्माण के प्रस्ताव प्राप्त करना, उनको कोर नेटवर्क के आधार पर सर्वे एवं डी0पी0आर0 व कार्य पूर्ण करा कर अभिकरण की सामान्य सभा में पारित कराना तथा राज्य स्तरीय टैक्नीकल एजेन्सी से स्कूटनाईज कराकर राष्ट्रीय ग्रामीण सड़क विकास अभिकरण माध्यम से ग्रामीण विकास मंत्रालय, भारत सरकार को स्वीकृति हेतु भेजना।

भारत सरकार, राज्य सरकार अथवा अन्य श्रोतो से प्राप्त धनराशि को प्राप्त करना तथा जिस उद्देश्य के लिए धनराशि उपलब्ध करायी गयी है, उसके उद्देश्यों की पूर्ति करना।

अभिकरण को प्राप्त निधियों का चार्टर्ड एकाउन्टेन्ट से तथा भारत सरकार अथवा राज्य सरकार के द्वारा भजे गये आर्डिटो से आडिट कराकर उनका परिपालन कराना।

कार्यदायी संस्थाओं के मध्य समन्वय की भूमिका सम्पादित करना तथा भौतिक वित्तीय प्रगति प्राप्त कर उनका अनुश्रवण करना तथा राज्य सरकार एवं भारत सरकार को प्रगति आख्या से अवगत कराने की कार्यवाही करना।

ग्रामीण सड़क योजना के निर्माण कार्यों के लिए टेण्डर आमन्त्रित करना स्वीकार की कार्यवाही करना तथा स्वीकृति उपरान्त कार्यों को सम्पादित कराने की कार्यवाही सुनिश्चित कराना।

भारत सरकार द्वारा नामित नेशनल क्वालिटी मानीटर्स के राज्य में निरीक्षण आने पर उनके निरीक्षणों की व्यवस्थ कराना, उनके द्वारा दी गयी रिपोर्ट कार्यवाही सुनिश्चित कराकर उनकी परिपालन आख्या भारत सरकार को भिजवाना।

ग्रामीण सडक योजना के कार्यों के निरीक्षणार्थ राज्य स्तरीय क्वालिटी कन्ट्रोल मानीटर की नियुक्ति की कार्यवाही करना। उनके द्वारा किये जाने वाले निरीक्षणों को रोस्टर बनाना। निरीक्षण की रिपोर्ट्स प्राप्त होने के उपरान्त उन पर कार्यवाही करना।

ग्रामीण सडक योजना के कार्यों के निरीक्षणार्थ जिला स्तर पर भी समिति गठित कर उनसे निरीक्षण आदि का कार्य सम्पादित कराकर गुणवत्ता को सुनिश्चित कराना।

ग्रामीण सडक योजना के क्रियान्वयन के लिए ऐसे सभी कार्यों को कराना जिनकी आवश्यकता योजना क्रियान्वयन में आवश्यक समझी।

भारत सरकार अथवा राज्य सरकार द्वारा ऐसे सभी कार्य सम्पादित समय-समय पर इस अभिकरण को सौंपे जाये।

उत्तराखण्ड ग्रामीण सडक विकास अभिकरण का मुख्य कर्तव्य ग्रामीण विकास मंत्रालय, भारत सरकार से प्रधानमंत्री ग्राम सडक योजना के अन्तर्गत मार्गों को स्वीकृत कराकर धन प्राप्त करना एवं मार्गों का निर्माण कार्य निर्दिष्ट गुणवत्ता के साथ पी0आई0यू0 के माध्यम से सम्पादित करवाना तथा कार्य पर व्यय का मासिक बैलेन्स सीट एवं वित्तीय वर्ष की समाप्ति पर व्यय की गई धनराशि का चार्टर्ड एकाउन्टेन्ट से आडिट करवाकर बैलेन्स सीट तथा आडिट रिपोर्ट राष्ट्रीय ग्रामीण सडक विकास एजेन्सी, ग्रामीण विकास विभाग, भारत सरकार को प्रस्तुत करना।

प्रधानमंत्री ग्राम सडक योजना के क्रियान्वयन हेतु जिला पंचायतों द्वारा पारित कोर नेटवर्क में सम्मिलित प्रस्तावों में से प्राथमिकता के आधार पर मार्गों की सूची तैयार कर राज्य स्तरीय स्टैंडिंग कमेटी से स्वीकृति प्राप्त कर डी0पी0आर0 तैयार करवाकर भारत सरकार द्वारा नामित स्टेट टेक्निकल एजेन्सी से स्कूटनाईज करवाकर भारत सरकार को स्वीकृति हेतु भेजी गयी है। भारत सरकार तथा उत्तराखण्ड सरकार से निधियों को प्राप्त कर राष्ट्रीयकृत बैंक में जमा करते हुये बैंक खातों का संचालन करना। भारत सरकार एवं राज्य सरकार द्वारा आयोजित किये जाने वाली बैठकों, सेमीनार, कार्यशालाओं तथा प्रशिक्षण कार्यक्रमों में भाग लेने हेतु अभिकरण/ कार्यदायी एजेन्सी के अधिकारियों को भेजने की व्यवस्था करना। राज्य सरकार द्वारा सौंपे जाने वाले अन्य कार्य को भी सम्पादित करना।

उत्तराखण्ड ग्रामीण सडक विकास अभिकरण का संगठनात्मक ढांचा निम्न प्रकार है:—

क्र०सं०	पदनाम	पदों की संख्या
1	मुख्य कार्यकारी सचिव, ग्राम्य विकास-पदेन	पदेन
2	अपर मुख्य कार्यकारी अपर सचिव, ग्राम्य विकास-पदेन	पदेन
3	मुख्य अभियन्ता मुख्य अभियन्ता स्तर-1 , लो०नि०वि०-पदेन	पदेन
4	अधीक्षण अभियन्ता	1
5	अधिशाली अभियन्ता	1
6	सहायक अभियन्ता	2
7	अवर अभियन्ता	2
8	सहायक वन संरक्षक	1
9	वन राजि अधिकारी	2
10	सहायक लेखाधिकारी	1
11	लेखाकार	1
12	लेखा सहायक	1
13	सहायक लेखाकार	2
14	कम्प्यूटर/ प्रोग्रामर/ आई०टी० कॉर्डिनेटर	1
15	कम्प्यूटर ऑपरेटर	1
16	आशुलिपिक	1
17	कार्यालय सहायक	1
18	अनुसेवक	2

जनपद स्तर पर कार्यक्रम के क्रियान्वयन हेतु 9 कार्यक्रम क्रियान्वयन इकाइयां (पी0आई0यू) गठित किये गये है जिनके प्रभारी लोक निर्माण विभाग के अधीक्षण अभियन्ता हैं । इन पी0आई0यू का कार्यक्षेत्र का विवरण निम्नानुसार है:-

क्र०सं०	पी0आई0यू का मुख्यालय	पी0आई0यू का कार्यक्षेत्र	पी0आई0यू के प्रभारी अधिकारी का विवरण
1	छेहरादून	जनपद देहरादून एवं हरिद्वार	
2	नई टिहरी	जनपद टिहरी	
3	पौड़ी	जनपद पौड़ी	
4	गोपेश्वर	जनपद चमोली एवं रुद्रप्रयाग	
5	उत्तरकाशी	जनपद उत्तरकाशी	
6	अल्मोडा	जनपद अल्मोडा एवं बागेश्वर	
7	पिथौरागढ़	जनपद पिथौरागढ़ एवं चम्पावत	
8	नैनीताल	जनपद नैनीताल	
9	हल्द्वानी	जनपद ऊधम सिंह नगर	

मैनुअल संख्या-2

अधिकारियों एवं कर्मचारियों की शक्तियां एवं कर्तव्य

राज्य स्तर में तैनात अधिकारियों एवं कर्मचारियों की शक्तियां एवं कर्तव्यों का विवरण निम्न प्रकार है:-

1. **मुख्य कार्यकारी**— विभागाध्यक्ष है, शासन द्वारा स्थापित नियमों अधिकारों तथा वित्तीय हस्तपुस्तिका द्वारा विभागाध्यक्ष में प्रदत्त समस्त अधिकार एवं कर्तव्य इनके कार्यक्षेत्र में है।

मुख्य कार्यकारी के निम्न अधिकार/ कर्तव्य होंगे:-

प्रशासनिक अधिकार	वित्तीय अधिकार	अन्य अधिकार
मुख्य कार्यकारी अभिकरण के स्मृति-पत्र के प्राविधानों, नियम एवं उपनियमों के कार्यकलाप का सम्पादन करना।	प्रधानमंत्री ग्राम सड़क योजना से सम्बन्धित सभी प्रकार के वित्तीय व्यय स्वीकृत करना तथा उस पर नियन्त्रण करना।	अभिकरण की प्रबन्धकारिणी समिति की सामान्य व विशेष बैठकों की अध्यक्ष की अनुपस्थिति में अध्यक्षता करना।
साधारण सभा द्वारा स्वीकृत पदों की तैनाती/ नियुक्ति का अधिकार	संस्था द्वारा किये गये समस्त व्यय सम्बन्धी बीजकों का भुगतान अनुमोदन करना।	मुख्य कार्यकारी अपनी सभी अथवा किसी भी अधिकार को अभिकरण में किसी भी अधिकारी को प्रतिनिधायन करना।
अभिकरण में तैनात किये जाने वाले स्टाफ की संख्या, उनकी सेवा शर्तों को निर्धारित करने एवं उनको तैनात करने की कार्यवाही करना	संस्था के कार्य सम्पादन हेतु तकनीकी कन्सलटेन्ट / एजेन्सी को प्रदत्त दरें स्वीकृत करना।	मुख्य कार्यकारी को अधिकारी होगा कि वह किसी भी व्यक्ति को प्रबन्ध कारिणी समिति की बैठक में भाग लेने हेतु आमन्त्रित कर सके।
यू0आर0आर0डी0ए0 के अधीनस्थ अधिकारियों की सेवा सम्बन्धी अधिकारियों की सेवा सम्बन्धी प्रकरणों पर निर्णय	संस्था को प्राप्त समस्त धनराशि का संचालन बैंक के माध्यम से करना।	अध्यक्ष की अनुमति से किसी तिथि, समय व स्थान पर प्रबन्धकारिणी समिति की बैठक आयोजित करना।

संविदा कार्मिकों के तैनाती एवं उनके वेतन आदि प्रकरणों पर निर्णय		दो बैठकों के बीच के समय में मुख्य कार्यकारी प्रबन्धकारिणी के अधिकारों का उपयोग के तहत किये गये कार्यों का प्रबन्धकारिणी समिति की होने वाली अगली बैठक में अनुमोदन कराना।
मुख्य कार्यकारी अभिकरण के कार्यों के सहयोग के लिए शासकीय/ प्राईवेट सक्षम तकनीकी एजेंसी का चयन करना।		
स्टेट क्वालिटी मानीटर के नियुक्ति एवं चयन का अधिकार		

2. अपर मुख्यकार्यकारी— शासन द्वारा स्थापित नियमों, अधिकारों तथा कर्तव्य इनके कार्यक्षेत्र में है।

प्रशासनिक अधिकार	वित्तीय अधिकार	अन्य अधिकार
यू0आर0आर0डी0ए0 में कार्यरत अधिकारियों/ कर्मचारियों पर प्रशासनिक नियन्त्रण।	मुख्य कार्यकारी द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए सामान्य प्रकार के बीजकों के भुगतान का अनुमोदन।	मुख्य कार्यकारिणी की अनुपस्थिति में प्रबन्धकारिणी समिति के अध्यक्ष के कार्यों का सम्पादन करना।

3. अधीक्षण अभियन्ता— शासन द्वारा स्थापित नियमों, अधिकार एवं कर्तव्य इनके कार्यक्षेत्र में है तथा समस्त वित्तीय अधिकार मुख्य कार्यकारी द्वारा प्रदत्त अधिकारों के अनुरूप निम्न कार्यवाही सम्पादन करना।

प्रशासनिक अधिकार	वित्तीय अधिकार	अन्य अधिकार
यू0आर0डी0डी0ए0 में कार्यरत अधीनस्थ अधिकारियों/ कर्मचारियों पर प्रशासनिक नियन्त्रण।	मुख्य कार्यकारी/ अपर मुख्य कार्यकारी द्वारा अनुमोदित बीजकों का चैक निर्गत करना।	स्टेट क्वालिटी कार्डिनेटर के रूप में स्टेट क्वालिटी मानीटर के भ्रमण कार्यक्रम निर्धारित करना।
	मुख्य कार्यकारी द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए पी0आई0यू0 को निर्गत किये जाने वाली धनराशि का अधिकार पत्र जारी करना तथा उस पर नियन्त्रण रखना।	स्टेट क्वालिटी कार्डिनेटर के रूप में नेशनल क्वालिटी मानीटर के भ्रमण कार्यक्रम के प्रबन्धन पर नियन्त्रण करना।
	मुख्य कार्यकारी द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए कार्यालय कर्मचारियों का वेतन आदि का भुगतान करना।	स्टेट क्वालिटी मानीटर एवं नैशनल क्वालिटी मानीटर से प्राप्त निरीक्षण आख्या पर कार्यवाही कराना।

4. **अधिशाली अभियन्ता**— शासन द्वारा स्थापित नियमों, आदेशों एवं मुख्य कार्यकारी द्वारा प्रदत्त अधिकार एवं कर्तव्य इनके कार्यक्षेत्र में है।
5. **सहायक अभियन्ता**— पी0एम0जी0एस0वाई0. फेज तृतीय के कार्यों का स्थलीय निरीक्षण करना, कन्सलटेन्ट द्वारा प्रस्तुत बीजकों, विचलन, अतिरिक्त मद आदि विभिन्न प्रकरणों को परीक्षण उपरान्त अग्रसारित करना।
6. **सहायक वन संरक्षक**— पी0एम0जी0एस0वाई0 के मार्गों के समरेखण में पड़ने वाली वन भूमि हस्तान्तरण सम्बन्धित प्रकरणों का वन विभाग से समन्वय स्थापित कर निस्तारण कराना। कार्यों का स्थलीय निरीक्षण करना, कन्सलटेन्ट द्वारा प्रस्तुत बीजकों, को परीक्षण उपरान्त अग्रसारित करना।

7. **अवर अभियन्ता**— पी0एम0जी0एस0वाई0 फेज तृतीय के कार्यों का स्थलीय निरीक्षण करना, मार्गों के समरेखण में आ रही निजी भूमि प्रतिकर, शासकीय सम्पत्ति के पुनः निर्माण एवं मरम्मत सम्बन्धी प्रकरण, नेशनल क्वालिटी मोनिटर एवं स्टेट क्वालिटी मोनिटर तथा जनपद स्तर पर गठित समितियों के निरीक्षण से सम्बन्धित समस्त अभिलेखों का रखरखाव एवं पत्राचार का कार्य । पी0एम0जी0एस0वाई0 फेज द्वितीय के कार्यों से सम्बन्धित, कन्सलटेन्ट द्वारा प्रस्तुत बीजकों, विचलन, अतिरिक्त मद आदि विभिन्न प्रकरणों को जॉच उपरान्त अग्रसारित करना। सर्वे ऑफ इण्डिया के मानचित्रों एवं इससे सम्बन्धित अभिलेखों का रखरखाव करना। बीजकों के अन्तिम भुगतान के उपरान्त सम्बन्धित अभिलेखों का रखरखाव।
8. **लेखाकार**— लेखा सम्बन्धी समस्त कार्य। आन लाईन भुगतान सम्बन्धी समस्त कार्य एवं लेखा सम्बन्धी कार्यों को अद्यतन कराना।
9. **लेखा सहायक**— पी0एम0जी0एस0वाई0 फेज द्वितीय के कार्यों से सम्बन्धित, कन्सलटेन्ट द्वारा प्रस्तुत बीजकों को परीक्षण एवं जॉच उपरान्त भुगतान के अनुमोदन हेतु अग्रसारित करना। मूल अनुबन्धों का रखरखाव निविदा तथा अनुबन्धों से सम्बन्धित पत्राचार, न्यायालय सम्बन्धी प्रकरण एवं आडिट कराने से सम्बन्धित कार्य।
10. **सहायक लेखाकार**— कैश बुक तथा लेजर का रखरखाव, समस्त भुगतान कराना वेतन बीजक सम्बन्धी समस्त कार्य बजट तैयार करना भारत सरकार को निर्धारित प्रपत्रों में सूचना प्रेषित कराना प्रतिभूति एवं जमानत का रखरखाव।
11. **कार्यालय सहायक**— अधिष्ठान सम्बन्धी समस्त कार्य वी0आई0पी0 दिशा निर्देश नियोजन एवं प्रबन्धन से सम्बन्धित पत्रावलियों का रखरखाव एवं पत्राचार महत्वपूर्ण आदेशों का गार्ड फाईल का रखरखाव।
12. **कम्प्यूटर प्रोग्रामर**— ओ0एम0एम0एस0 कोर नेटवर्क , मासिक त्रैमासिक व अन्य प्रगति आख्या का गार्ड फाईल का रखरखाव।
13. **आशुलिपिक**— मार्गों के प्राप्त प्रस्तावों से सम्बन्धित पत्राचार अधिकारियों के निरीक्षण टिप्पणी पर परिपालन आख्या प्राप्त करना, वी0आई0पी0 प्रकरण, वन भूमि हस्तान्तरण सम्बन्धी पत्राचार।
14. **कम्प्यूटर ऑपरेटर**— कार्यालय से सम्बन्धी लेखन सामग्री कय, फोन सुनना फैक्स प्राप्ति एवं प्रेषण तथा टंकण का कार्य।

मैनुअल संख्या-3

विनिश्चय करने की प्रक्रिया में पालन की जाने वाली प्रक्रिया जिसमें पर्यवेक्षण और उत्तरदायित्व के माध्यम सम्मिलित है।

प्रधानमंत्री ग्राम सड़क योजना के क्रियान्वयन में निम्न प्रकार प्रक्रिया अपनायी जाती है। ग्रामीण विकास विभाग भारत सरकार के निर्देशानुसार जनपदवार मार्गों का कोर नैटवर्क बनाकर सम्बन्धित जिला पंचायतों से अनुमोदन करवाकर मार्गों का चयन ग्रामों की आबादी की वरीयता के आधार पर किया जाता है। इसके अतिरिक्त यदि कोई लक्षित ग्राम कोर नेटवर्क या मार्गों की सूची में नहीं आ पाया हो तथा इस सम्बन्ध में माननीय सांसद/विधायक, जनता अथवा जनप्रतिनिधि आदि से प्राप्त प्रस्ताव प्रधानमंत्री ग्राम सड़क योजना के दिशानिर्देशों के अनुसार परीक्षण करवाया जाता है तथा दिशानिर्देश के अनुरूप पाये जाने पर तदनुसार सूचियों में संशोधन/संयोजन पर लिया जाता है।

मार्गों के चयन के पश्चात निर्धारित फेज में लिए जाने योग्य कार्य की सूची जनपदवार तैयार कर स्टेट लेवल स्टैण्डिंग कमेटी से अनुमोदन करवाया जाता है। चयनित मार्गों का सर्वेक्षण, डी0पी0आर0/पैकेज तथा वन भूमि हस्तान्तरण प्रस्ताव बनवाने का कार्य लोक निर्माण विभाग के पी0आई0यू0 अथवा किसी कन्सल्टेन्ट के माध्यम से कराये जाने का प्राविधान है। कार्यों के क्रियान्वयन से सम्बन्धित नीतिगत निर्णय हेतु गवर्निंग बाडी गठित है तथा गवर्निंग बाडी की बैठकें आवश्यकतानुसार समय-समय पर आयोजित की जाती है।

प्रधानमंत्री ग्राम सड़क योजना के द्वारा अब तक की गयी संयोजकता की स्थिति निम्नानुसार है:-

प्रधानमंत्री ग्राम सड़क योजना				
ग्रामीण सड़क संयोजकता की स्थिति -2001 की जनगणना के अनुसार	राज्य:			
	उत्तराखण्ड			
बसावटों का आबादी के अनुसार वर्गीकरण	1000 +	500-999	250- 499	योग
कुल बसावटों की संख्या (01-04-2000)	1092	1964	3791	6847
कुल संयोजित बसावटों की संख्या बसावटों की संख्या (01-04-2000)	940	1274	2102	4316

कुल असंयोजित बसावटों की संख्या (01.04.2000)	152	690	1689	2531
फेज-I में आच्छादित होने वाली बसावटों की संख्या	1	4	2	7
फेज-I में आतिथि तक आच्छादित बसावटों की संख्या	1	4	2	7
फेज-II में आच्छादित होने वाली बसावटों की संख्या	49	39	33	121
फेज-II में आतिथि होने तक आच्छादित बसावटों की संख्या	33	26	17	76
फेज-III में आच्छादित होने वाली बसावटों की संख्या	25	15	20	60
फेज-III में आतिथि तक आच्छादित बसावटों की संख्या	5	3	—	8
फेज-IV में आच्छादित होने वाली बसावटों की संख्या	26	61	59	146
फेज-IV में आतिथि तक आच्छादित बसावटों की संख्या	—	—	—	—
फेज-V में आच्छादित होने वाली बसावटों की संख्या	15	105	69	189
फेज-V में आतिथि तक आच्छादित बसावटों की संख्या	—	—	—	0
अन्य विभागों द्वारा आच्छादित बसावटों की संख्या	15	29	30	74
स्वीकृति हेतु अवशेष असंयोजित बसावटों की संख्या	21	437	1476	1934

प्रधानमंत्री ग्राम सड़क योजना के अन्तर्गत निर्मित समस्त मार्ग तथा सेतु एवं मार्ग पर लगाये गये रोड फर्नीचर आदि ग्राम्य विकास विभाग, उत्तराखण्ड शासन की सम्पत्ति रहेगी।

कार्य संचालन का उत्तरदायित्व प्राथमिक रूप से उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण का है। इसके लिए राज्य स्तर पर निम्न प्रकार अधिकारी तैनात है।

राज्य स्तर— मुख्य कार्यकारी/ सचिव, ग्राम्य विकास विभाग, अपर मुख्य कार्यकारी/ अपर सचिव, ग्राम्य विकास विभाग, अधीक्षण अभियन्ता, अधिशासी अभियन्ता, सहायक अभियन्ता एवं अधीनस्थ स्टाफ।

जनपद स्तर— जनपद स्तर पर कार्यक्रम के क्रियान्वयन हेतु 9 कार्यक्रम क्रियान्वयन इकाइयां (पी0आई0यू0) गठित किये गये हैं जिनके प्रभारी लोक निर्माण विभाग के अधीक्षण अभियन्ता है। इन पी0आई0यू0 के कार्यक्षेत्र का विवरण निम्नानुसार है:—

क्र०सं०	पी०आई०यू० का मुख्यालय	पी०आई०यू० का कार्यक्षेत्र	पी०आई०यू० के प्रभारी अधिकारी का विवरण	दूरभाष संख्या
1	छेहरादून	जनपद देहरादून एवं हरिद्वार	अधीक्षण अभियन्ता, नवम वृत्त लो०नि०वि० देहरादून	
2	नई टिहरी	जनपद टिहरी	अधीक्षण अभियन्ता, अष्टम वृत्त लो०नि०वि० टिहरी	
3	पौड़ी	जनपद पौड़ी	अधीक्षण अभियन्ता, द्वादश वृत्त लो०नि०वि० पौड़ी	
4	गोपेश्वर	जनपद चमोली एवं रुद्रप्रयाग	अधीक्षण अभियन्ता, सप्तम वृत्त लो०नि०वि०, गोपेश्वर	
5	उत्तरकाशी	जनपद उत्तरकाशी	अधीक्षण अभियन्ता, षष्ठम वृत्त लो०नि०वि० उत्तरकाशी	
6	अल्मोडा	जनपद अल्मोडा एवं बागेश्वर	अधीक्षण अभियन्ता प्रथम वृत्त लो०नि०वि० अल्मोडा	
7	पिथौरागढ़	जनपद पिथौरागढ़ एवं चम्पावत	अधीक्षण अभियन्ता , तृतीय वृत्त लो०नि०वि० पिथौरागढ़	
8	नैनीताल	जनपद नैनीताल	अधीक्षण अभियन्ता, द्वितीय वृत्त लो०नि०वि० नैनीताल	
9	हल्द्वानी	जनपद ऊधम सिंह नगर	अधीक्षण अभियन्ता, चतुर्थ वृत्त लो०नि०वि० हल्द्वानी	

मैनुअल संख्या-4

कृत्यों के निर्वहन के लिए स्वयं द्वारा स्थापित मापमान

प्रधानमंत्री ग्राम सड़क योजना के अन्तर्गत समस्त कार्य ग्रामीण विकास विभाग भारत सरकार द्वारा निर्धारित मानक एवं दिशा निर्देश के अनुरूप किये जाते हैं। इसके लिए जनपदवार कोर नेटवर्क तथा भारत सरकार द्वारा निर्दिष्ट मार्गदर्शक पुस्तिका, स्टैंडर्ड बिड डाक्यूमेन्ट, डाटाबुक, मैनुअलस् एवं आई0आर0सी0 द्वारा जारी विशिष्टियों के अनुसार किया जाता है। इसके अतिरिक्त उत्तराखण्ड शासन द्वारा समय-समय पर जारी शासनादेशो/ निर्देशो के अनुरूप कार्यवाही की जाती है।

प्रधानमंत्री ग्राम सड़क योजना शतप्रतिशत केन्द्र पोषित योजना है परन्तु इसके क्रियान्वयन हेतु भूमि उपलब्ध कराने का दाखिल राज्य सरकार का है। योजना का क्रियान्वयन भारत सरकार से प्राप्त धन से तथा भूमि के लिए काश्तकारों का मुआवजा, वन विभाग को एन0पी0वी0, क्षतिपूरक वृक्षारोपण तथा अन्य व्यय हेतु राज्य सरकार से धनराशि प्राप्त की जाती है। कार्यों के क्रियान्वयन से सम्बन्धित नीतिगत निर्णय हेतु गवर्निंग बाडी गठित है तथा गवर्निंग बाडी की बैठके आवश्यकतानुसार समय-समय पर आयोजित की जाती है।

Pradhan Mantri Gram Sadak Yojana (PMGSY)

Ministry of Rural Development , Government of India

No. P-12025/8/2001-RC (Pt)

PMGSY SCHEME AND GUIDELINES

Part I-Programme Objectives and Guiding Principles			
1	Introduction		
2	Programme Objectives		
3	Guiding Principles of PMGSY and Definitions		
Part II-Planning, Finding, Construction and Maintenance of Rural Road			
4	Planning for Rural Roads		
5	Funding and Allocation		

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7	State Level Agencies		
8	Preparation of Project Proposals and their Clearance		
9	Scrutiny of Project Proposals		
10	Empowered Committee		
11	Tendering of Works		
12	Programme Implementation Units		
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15	Quality Control and Supervision of Works		
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Part III –Flow of funds, Procedure for release and Audit			
18	Flow of Funds		
19	Procedure for Release of Funds to the State Level Agency		
20	Audit		
21	Miscellaneous		
22	Convergence		

1. Introduction

1.1 Rural Road Connectivity is not only a key component of Rural Development by promoting access to economic and social services and thereby generating increased agricultural incomes and productive employment opportunities in India, it is also as a result, a key ingredient in ensuring sustainable poverty reduction. Notwithstanding the efforts made, over the years, at the State and Central levels, through different Programmes, about 40% of the Habitations in the country are still not connected by All-weather roads. It is well known that even where connectivity has been provided, the roads constructed are of such quality (due to poor construction or maintenance) that they cannot always be categorised as All-weather roads.

1.2 With a view to redressing the situation, Government have launched the Pradhan Mantri Gram Sadak Yojana on 25th December, 2000 to provide all-weather access to unconnected habitations. The Pradhan Mantri Gram Sadak Yojana (PMGSY) is a 100% Centrally Sponsored Scheme. 50% of the Cess on High Speed Diesel (HSD) is earmarked for this Programme.

2. Programme Objectives

2.1 The primary objective of the PMGSY is to provide Connectivity, by way of an All-weather Road (with necessary culverts and cross drainage structures, which is operable throughout the year), to the eligible unconnected Habitations in the rural areas, in such a way that all Unconnected Habitations with a population of 1000 persons and above are covered in three years (2000-2003) and all Unconnected Habitations with a population of 500 persons and above by the end of the Tenth Plan Period (2007). In respect of the Hill States (North- East, Sikkim, Himachal Pradesh, Jammu & Kashmir, Uttaranchal) and the Desert Areas (as identified in the Desert Development Programme) as well as the Tribal (Schedule V) areas, the objective would be to connect Habitations with a population of 250 persons and above.

2.2 The PMGSY will permit the Upgradation (to prescribed standards) of the existing roads in those Districts where all the eligible Habitations of the designated population size (refer Para 2.1 above) have been provided all-weather road connectivity. However, it must be noted that Upgradation is not central to the Programme and cannot exceed 20% of the State's allocation as long as eligible Unconnected Habitations in the State still exist. In Upgradation works, priority should be given to Through Routes of the Rural Core Network, which carry more traffic (see Para 3.7 below)

3. Guiding Principles of PMGSY and Definitions

3.1 The spirit and the objective of the Pradhan Mantri Gram Sadak Yojana (PMGSY) is to provide good all-weather road connectivity to unconnected Habitations. A habitation which was earlier provided all-weather connectivity would not be eligible even if the present condition of the road is bad.

3.2 The unit for this Programme is a Habitation and not a Revenue village or a Panchayat. A Habitation is a cluster of population, living in an area, the location of which does not change over time. Desam, Dhanis, Tolas, Majras, Hamlets etc. are commonly used terminology to describe the Habitations.

3.3 An **Unconnected Habitation** is one with a population of designated size (refer to Para 2.1 above) located at a distance of at least 500 metres or more (1.5 km of path distance in case of Hills) from an All-weather road or a connected Habitation.

3.4 Para 2.1 above refers to Population size of Habitations. The population, as recorded in the Census 2001, shall be the basis for determining the population size of the Habitation. The population of all Habitations within a radius of 500 metres (1.5 km. of path distance in case of Hills) may be clubbed together for the purpose of determining the population size. This **cluster approach** would enable provision of connectivity to a larger number of Habitations, particularly in the Hill / mountainous areas.

3.5 The eligible Unconnected Habitations are to be connected to nearby Habitations already connected by an All-weather road or to another existing All-

weather road so that services (educational, health, marketing facilities etc.), which are not available in the unconnected Habitation, become available to the residents.

3.6 A **Core Network** is that minimal Network of roads (routes) that is essential to provide Basic access to essential social and economic services to all eligible habitations in the selected areas through at least a single all-weather road connectivity.

3.7 A Core Network comprises of **Through Routes** and **Link Routes**. Through routes are the ones which collect traffic from several link roads or a long chain of Habitations and lead it to Marketing centres either directly or through the higher category roads i.e., the District Roads or the State or National Highway. Link Routes are the roads connecting a single Habitation or a group of Habitations to Through Routes or District Roads leading to Market Centres. **Link routes** generally have dead ends terminating on a Habitation, while Through Routes arise from the confluence of two or more Link Routes and emerge on to a major Road or to a Market Centre.

3.8 It should be ensured that each road work that is taken up under the PMGSY is part of the Core Network. While keeping the objective of Connectivity in view, preference should be given to those roads which also incidentally serve other Habitations. In other words, without compromising the basic objective (covering 1000+ Habitations first and 500+ Habitations next and 250+ Habitations where eligible, last), preference should be given to those roads which serve a larger population. For this purpose, while Habitations within a distance of 500 metres from the road is considered as connected in case of plain areas, this distance should be 1.5 km (of path length) in respect of Hills.

3.9 The PMGSY shall cover only the rural areas. Urban roads are excluded from the purview of this Programme. Even in the rural areas, PMGSY covers only the

Rural Roads i.e., Roads that were formerly classified as ‘Other District Roads’ (ODR) and ‘Village Roads’ (VR). **Other District Roads** (ODR) are roads serving rural areas of production and providing them with outlet to market centres, taluka (tehsil) headquarters, Block headquarters or other main roads. **Village Roads** (VR) are roads connecting villages / Habitation or groups of Habitation with each other and to the nearest road of a higher category. Major District Roads, State Highways and National Highways cannot be covered under the PMGSY, even if they happen to be in rural areas. This applies to New Connectivity roads as well as Upgradation works.

3.10 The PMGSY envisages only single road Connectivity to be provided. If a Habitation is already connected by way of an All-weather road, then no new work can be taken up under the PMGSY for that habitation.

3.11 Provision of connectivity to unconnected Habitations would be termed as New Connectivity. Since the purpose of PMGSY inter alia is to provide farm to market access, new connectivity may involve ‘new construction’ where the link to the habitation is missing and additionally, if required, ‘upgradation’ where an intermediate link in its present condition cannot function as an all-weather road (see Para

3.12 **Upgradation**, when permitted (refer Para 2.2 and 3.11 above) would typically involve building the base and surface courses of an existing road to desired technical specifications and / or improving the geometrics of the road, as required in accordance with traffic condition. (see also Para 3.14 below)

3.13 The primary focus of the PMGSY is to provide All-weather road connectivity to the eligible unconnected Habitations. An **All-weather road** is one which is negotiable in all seasons of the year. This implies that the road-bed is drained effectively (by adequate cross-drainage structures such as culverts, minor bridges and causeways), but this does not necessarily imply that it should be paved or surfaced or blacktopped. Interruptions to traffic as per permitted frequency and duration may be allowed.

3.14 There may be roads which are **Fair-weather roads**. In other words, they are fordable only during the dry season, because of lack of Cross Drainage (CD) works. Conversion of such roads to All-weather roads through provision of CD works would be treated as upgradation. It must be noted that on all the road works of the PMGSY, provision of necessary CD works is considered an essential element

3.15 PMGSY does not permit repairs to Black-topped or Cement Roads, even if the surface condition is bad.

3.16 The Rural Roads constructed under the Pradhan Mantri Gram Sadak Yojana will be in accordance with the provision of the Indian Roads Congress (IRC) as given in the Rural Roads Manual (IRC:SP20:2002). In case of Hill Roads, for matters not covered by the Rural Roads Manual, provisions of Hills Roads Manual (IRC:SP:48) may apply.

Part II – Planning, Funding, Construction and Maintenance of Rural Roads

4. Planning for Rural Roads

4.1 Proper planning is imperative to achieve the objectives of the Programme in a systematic and cost effective manner. The Manual for the Preparation of District Rural Roads Plan and the Core Network, shall be treated as part of the Guidelines and would stand amended to the extent modified by the present Guidelines. The Manual lays down the various steps in the planning process and the role of different Agencies including the Intermediate Panchayat, the District Panchayat as well as the State Level Standing Committee. In the identification of the Core Network, the priorities of elected representatives, including MPs and MLAs, are expected to be duly taken into account and given full consideration. The Rural Roads Plan and the Core Network would constitute the basis for all planning exercises under the PMGSY.

4.2 The **District Rural Roads Plan** would indicate the entire existing road network system in the District and also clearly identify the proposed roads for providing connectivity to Unconnected Habitations, in an economic and efficient manner in terms of cost and utility. **The Core Network** will identify the roads required to assure each eligible Habitation with a Basic Access (single all-weather road connectivity) to essential social and economic services. Accordingly, the Core Network would consist of some of the existing roads as well as all the roads proposed for new construction under the PMGSY.

4.3 In proposing the new links under the District Rural Roads Plan, it would be first necessary to indicate the weightage for various services. The District Panchayat shall be the competent authority to select the set of socio-economic / infrastructure variables best suited for the District, categorise them and accord relative weightages to them. This would be communicated to all concerned before commencing the preparation of the District Rural Roads Plan.

4.4 The Plan would first be prepared at the Block level, in accordance with the directions contained in the Manual and the priorities spelt out by the District Panchayat. In short, the existing road network would be drawn up, unconnected Habitations identified and the roads required to connect these unconnected Habitations prepared. This shall constitute the Block Level Master Plan.

4.5 Once this exercise is completed, the Core Network for the Block is identified, by making best use of the existing and proposed road facilities in such a manner that all the eligible Habitations are assured of a Basic access. It must be ensured that every eligible Habitation is within 500 metres (1.5 km of Path length in the Hills) of a connected Habitation or an All-weather road (either existing or planned). In drawing up the proposed road links, the requirements of the people must be taken into account, through the socio-economic/infrastructure values (Road Index) suitably weighted (see Para 4.3) and the alignment having the higher Road Index ought to be considered for selection.

4.6 The Block level Master Plan and the Core Network are then placed before the Intermediate Panchayat for consideration and approval of the Core Network. They are simultaneously sent, along with the list of all unconnected Habitations to the Members of Parliament and MLAs, for their comments, if any. After approval by the Intermediate Panchayat, the Plans would be placed before the District Panchayat for its approval. It will be incumbent on the District Panchayat to ensure that the suggestions given by the Members of Parliament are given full consideration within the framework of these Guidelines. Once approved by the District Panchayat, a copy of the Core Network would be sent to the State-level Agency as well as the National Rural Roads Development Agency. No road work may be proposed under the PMGSY for New Connectivity or Upgradation (where permitted) unless it forms part of the Core Network.

5. Funding and Allocation

5.1 Once the Core Network is prepared, it is possible to estimate the length of roads for New Connectivity as well as Upgradation for every District. States may, each year, distribute the State's Allocation among the Districts giving 80% on the basis of road length required for providing connectivity to Unconnected Habitations and 20% on the basis of road length requiring Upgradation under the PMGSY. The District-wise allocation of funds would also be communicated to the Ministry / NRRDA / and STA every year by the State Government.

5.2 In making the District-wise allocation, the road lengths already taken up under the PMGSY or any other Programme may be excluded (even if the road works are still under execution). The figures of new construction length will thus keep on changing every year till such time as all Unconnected Habitations (of the eligible population size) have been covered in the District.

5.3 In addition to the allocation to the States, a special allocation of upto 5% of the annual allocation from the Rural Roads share of the Diesel Cess will be made for:

- i. Districts sharing borders with Pakistan and China (in coordination with Ministry of Home Affairs)
- ii. Districts sharing borders with Myanmar, Bangladesh and Nepal (in coordination with Ministry of Home Affairs)
- iii. Left Wing Extremists areas in the Districts identified by the Ministry of Home Affairs
- iv. Extremely backward Districts (as identified by the Planning Commission) which can be categorised as Special Problem Areas
- v. Research & Development Projects and innovations.

6. **Proposals**

6.1 All Districts having eligible unconnected Habitations are to prepare Block and District level Comprehensive New-Connectivity Priority Lists (CNCPL) for those Districts, of all proposed road links under PMGSY, grouping them in the following general Order Of Priority.

Priorirty #	Population size of Habitations being connected
I	1000+
II	500-999
III	250-499(where eligible as per Para 2.1)

The CNCPL list will be prepared with following format:

S.No	Name of Road	TR/LR	Code in CN	Length	Population served	Habs to be connected	Present status (earthen track etc)	Name & no of TR associated

(CN-Core Network/TR-Through Route/ LR- Link Route)

6.2 In order to manage the rural road network for upgradation and maintenance planning all States will carry out, every 2 years, a Pavement Condition Survey of all Through Routes (in case Through Routes are not part of the rural roads, of the next lower category of Main Rural Links or MRL). Detailed Guidelines on the methodology and analysis will be issued by the Ministry from time to time. The Survey will yield a Pavement Condition Index (PCI) on a scale of 1 to 5. The results of the survey will be recorded in the PCI Register in the following format:

District:_____

Block:_____

Name of road	Code no. in CN	Length	Name of habitations connected	Population served	Year of Construction	Year of last periodic renewal (PR)	Amount spent on routine maintenance since PR	Type of Payment	Length (KM)	ADT	PCI	Date of PCI

* if already done (can be done separately)

All upgradation and maintenance prioritisation will be done from this list.

6.3 In respect of Districts where no new connectivity is required to be done, a Comprehensive Upgradation Priority will be prepared based on the PCI (see Para 6.2 above) of the rural Through Routes of the Core Network, as follows:

- i. **Priority-I** will be Through Routes which are constructed as WBM roads. In such cases, upgradation will comprise of bringing the existing profile to good condition (along with improvement in geometries, necessary drainage works and road signages) and providing the appropriate crust and surface as per design requirement.
- ii. **Priority-II** are other fair weather through routes or gravel through routes or through routes with missing links or lacking cross drainage. In such a case upgradation will consist of converting the road into an all-weather one with appropriate geometries and all necessary provisions.
- iii. **Priority-III** will be other through routes which are at the end of their design life, whose PCI is 2 or less, i.e., are 'poor' or very 'poor'.

In such cases, upgradation will include improvement in geometric design where necessary, with width, surfacing, etc., as per projected traffic requirements.

iv. Presently sealed-surface all-weather roads with PCI more than 2 and sealed-surface all-weather roads which are less than 10 years old (even if PCI is less than 2) *will not* be taken up for upgradation.

v. Within each priority class, qualifying roads will be arranged in order of population served (directly and through population served in link routes), as a rough indication of traffic expected. However, States are advised to conduct an Average Daily Traffic (ADT) Survey at the earliest. Based on the time at which the traffic survey is carried out (such as Peak or Lean Seasons) the same is to be adjusted for seasonality in order to arrive at an Annual Average Daily Traffic (AADT) estimate, which is the basis for the prioritization as well as the design. (An axle load survey may also be carried out, on selective basis, on the roads where heavy traffic is expected with wide variations in the Axle Load Spectrum. Proposals for this purpose approved by NRRDA will be eligible for reimbursement of expenses).

vi. In case in any District, the Through Roads defined in the Core Network do not belong to the Rural Roads category, the Main Rural Links (emanating from the Through Route) will be considered for upgradation on similar lines indicated above. The work of preparing the Comprehensive Upgradation Priority will be taken up only in those districts which are likely to complete new connectivity to eligible habitations within the next 1 year. The Comprehensive Upgradation Priority List (CUPL) list will be prepared Districtwise for each Priority class (where only a homogenous portion of the road is to be taken under upgradation, only that portion needs to be mentioned, by chainage) on the following proforma:-

Priority class -----

Block	Road code in CN	Name of through route / MRL	Year of construction	Year of last periodic renewal	Present surface type	PCI	Total population of the Habitations served by road	AADT

The CUPL will be got verified on the ground on sample basis through the STAs and the NQM system before it is processed for further approvals. The STAs will do 100% verification of the List for consistency on the basis of the PCI data given by the District and also sample ground checking.

After the CNCPL / CUPL is prepared and verified, it shall be placed before the District Panchayat. The Members of Parliament / MLAs shall be given a copy of the CNCPL / CUPL and their suggestions and suggestions of lower level Panchayati Institutions shall be given the fullest consideration by the District Panchayat while according its approval. The CNCPL shall be the basis of all new connectivity proposals and the CUPL shall be the basis of all upgradation proposals in Districts where no new connectivity remains to be done.

6.4 After the CNCPL / CUPL is prepared and verified, it shall be placed before the District Panchayat. The Members of Parliament / MLAs shall be given a copy of the CNCPL / CUPL and their suggestions and suggestions of lower level Panchayati Institutions shall be given the fullest consideration by the District Panchayat while according its approval. The CNCPL shall be the basis of all new connectivity proposals and the CUPL shall be the basis of all upgradation proposals in Districts where no new connectivity remains to be done.

6.5 The list of road works to be taken up under the PMGSY will be finalised each year by the District Panchayat in accordance with the Allocation of Funds communicated to the District (see Para 5.1). The District Panchayat shall finalise the list through a consultative process involving lower level Panchayati institutions and elected representatives (see Para 6.9 below) It must be ensured that the proposed road works are part of the Core Network and that New Connectivity is given primacy.

6.6.1 In States where existing rural through routes are in reasonably good condition (i.e., PCI is generally above 3) the prioritisation of new links will be taken up for construction as per the order of the CNCPL.

6.6.2 In States where the existing rural Through Routes are in very poor condition (PCI is generally 3 or less) because of neglect of maintenance, upgradation / renewal of through routes may be taken up as an adjunct to new connectivity and the procedure will be as follows:

Step 1	Select the New Connectivity Link as per CNCPL in order of priority
Step 2	Identify the rural Through Routes (called associated Through Route) from which the new link is taken off till such road reaches the nearest market centre / higher category road.
Step 3	Find out the Pavement Condition of the associated rural Through routes identified in Step 2 (from the PCI Register).

Step 4	Decide the type of intervention required based on the PCI. This implies a decision whether the roads leading to the market centre require Upgradation or Surface Renewal or Routine Maintenance. Roads having PCI 3 and below and 6 years or more old can be taken up for Upgradation / Renewal. For the roads with PCI above 3, or whose age is less than 6 years, Routine Maintenance or, if due, Renewal will be adequate, unless there are structural / geometrical / drainage deficiencies which need to be improved through Upgradation.
Step 5	Include all other eligible new links as per Comprehensive New Connectivity Priority List (CNCPL) coming on to the Through Routes identified in Step 3 even if such links are lower in the Order of the Priority. These eligible new links would be the subsidiary link routes.
Step 6	Each project will thus comprise of a sub-network of a primary new connectivity link, the associated Through Route(s) and subsidiary new connectivity links (falling on the associated Through Routes). The project proposal will include new construction for the new links and upgradation / renewal of the Through Routes based on age and PCI. Generally each such project would form a package for tendering purposes (all the packages of a particular year would form a Batch for future maintenance purposes).
Step 7	Make a rough estimate of the project cost based on per km construction / upgradation cost, and take up additional links from the CNCP list and repeat steps 1 to 5 till the total cost of the selected projects cover the District allocation.

6.7 In case of Districts where no new connectivity remains, only the existing rural Through Routes may need upgradation. In such cases the Comprehensive Upgradation Priority List (CUPL) will apply and road works will be selected out of the CUPL in order of priority.

6.8 In drawing up the annual list of the road works, the District Panchayat shall ensure that the Order of Priority for New Connectivity /Upgradation is strictly followed. The only exception (in new connectivity links) from the order of priority is in respect of those routes of the Core Network that include the Village Panchayat Headquarters or Market Centres or other educational or medical essential services or those which stand notified by the State Government as places of tourist interest. In such cases, new connectivity may be taken up irrespective of the population size.

6.9 The Annual proposals will be based on the CNCPL or CUPL as the case may be, following the Order of Priority. However, it is possible that there are inadvertent errors or omissions, particularly in the associated through routes or subsidiary link routes in case of new connectivity. Accordingly it is desirable to also associate public representatives while finalising the selection of road works in the annual proposals in the Core Network. The proposals of the Members of Parliament are required to be given full consideration, and for this purpose:

i. The Block or District CNCPL / CUPL should be sent to each MP with the request that their proposals on the selection of works out of the CNCPL / CUPL should be sent to the District Panchayat. It is suggested that at least 15 clear days may be given for the purpose.

ii. In order to ensure that the prioritisation has some reference to the funding available, the size of proposals expected may also be indicated to the Members of Parliament while forwarding them the CNCP / CUPL list. District / Block-wise allocation may be indicated to enable choice with the requisite geographical spread. It is expected that such proposals of Members of Parliament which adhere to the Order of Priority would be invariably accepted subject to consideration of equitable allocation of funds.

iii. The proposals received from the Members of P
date should be given full consideration in the District Panchayat which should

record the reason in each case of non-inclusion, and the Members of Parliament should be informed of the inclusion / non-inclusion of their proposals along with the reasons in each case in the event of non-inclusion. It would be preferable if the communication is issued from the Nodal Department at a senior level.

6.10 While Lok Sabha Members will be consulted in respect of their constituencies, Rajya Sabha Members will be consulted in respect of that District of the State they represent for which they have been nominated as Vice-Chairman of the District Vigilance & Monitoring Committee of the Ministry of Rural Development.

6.11 The Order Of Priority and the CNCPL / CUPL will be the twin basis for making proposals. Where roadworks of a higher order of priority still remain to be taken up, road works of a lower order of priority will not be taken up in the same District (subject to Para 6.8) except if it is not feasible to execute the road work for reasons of non-availability of land etc. While finalising the District proposal, the District Panchayat shall record and communicate the reason in each such case that a higher priority road is left out and lower priority road is proposed.

6.12 It will be the responsibility of the State Government / District Panchayat to ensure that lands are available for taking up the proposed road works. A certificate that Land is available must accompany the proposal for each road work. It must be noted that the PMGSY does not provide funds for Land Acquisition. This does not however mean that acquisition cannot be done by the State Government at its own cost. The State Government may also lay down guidelines for voluntary donation, exchange or other mechanisms to ensure availability of land. The process of making land available for the road works should sub-serve the common good and also be just and equitable. The details of land made available should be reflected in the local land records to avoid dispute.

6.13 It may be that road works are sometimes held up because at the time of preparation of DPR actual availability of land was not investigated or because local Panchayat was not taken into confidence about the proposed alignment and disputes subsequently arose. As part of the PMGSY process, all States may include a simple, non-formal “transect walk” to be organized by the Assistant Engineer at the time of preparation of DPRs. The Panchayat Pradhan, local patwari and the JE would participate. Forest Department officials would be included where forest land is likely to be involved. (see Para 8.4)

7. State Level Agencies

7.1 Each State Government (including UT Administrations) would identify one or two suitable Agencies (having a presence in all the Districts and with established competence in executing time-bound road construction works), to be designated as Executing Agencies. These could be the Public Works Department / Rural Engineering Service / Organisation / Rural Works Department / Zilla Parishad / Panchayati Raj Engineering Department etc. who have been in existence for a large number of years and have the necessary experience, expertise and manpower. In States where more than one Executing Agency has been identified by the State Government, the distribution of work would be done with the District as a unit. In other words, each District will be entrusted to only one Executing Agency. The Executing Agency will have a Programme Implementation Unit (PIU) in the District, or a compact group of Districts, with an officer of the rank of at least Executive Engineer as its head.

7.2 The Administrative Department of the State Government responsible for the Executing Agency entrusted with the execution of the road works will be the Nodal Department. In the event of there being more than one Executing Agency, under different administrative departments, the State Government would nominate that department as the nodal department which is officially responsible for the management and maintenance of rural roads.

7.3 The Nodal Department will identify a State-level autonomous Agency (Society etc), to be called the State Rural Roads Development Agency (SRRDA), with a distinct legal status, under its control for receiving the funds from the Ministry of Rural Development, as indicated in Para 18 below. If there is no such State-level Agency, the Nodal Department will take steps to register an Agency under the Registration of Societies Act, (there should not be more than one Agency), so as to be able to receive the funds. The Secretary in charge of the Nodal Department or a senior officer will be the Chief Executive. All the proposals will be vetted by the Agency before they are put up to the State-level Standing Committee and are sent to the NRRDA for obtaining clearance of the Ministry of Rural Development.

7.4 To ensure streamlined functioning and adequate coordination (especially where there is more than one executing agency), officers of the PIU need to be made fully accountable to the SRRDA and be brought under its administrative control. The SRRDA would function as the dedicated agency of the state nodal department for rural roads, to ensure the integrated development of rural roads through the various schemes including PMGSY. For this purpose the SRRDA will designate a Chief Executive Officer, a Financial Controller, an Empowered Officer, an IT nodal officer and a State Quality Coordinator. These officers shall be part time or whole time depending on the volume of work in the State.

7.5 Each State Government shall set up a State-level Standing Committee (headed by the Chief Secretary or Additional Chief Secretary) including all the main stakeholders of the programme viz., Secretaries of the Departments of Rural Development, Panchayats, PWD, Forests, Finance, Revenue and Transport. The State Technical Agencies and State Informatics Officer (NIC) may also be invited to participate. The Committee shall vet the Core Network, the CNCPL and CUPL and shall clear the annual project proposals. The Committee shall also

- a. monitor progress and quality control
- b. resolve issues relating to land availability and forest / environment clearance
- c. oversee maintenance funding arrangements for the Core Network
- d. review capacity at SRRDA and PIU levels including financial management and on-line monitoring; and

e. ensure convergence of development programmes including transport facilities on the constructed roads

8. Preparation of Project Proposals and their Clearance

8.1 After approval by the District Panchayat (refer Para 6.1 above), the proposals would be forwarded through the PIU to the SRRDA (refer Para 7.3 above). The PIU will at that time prepare the details of proposals forwarded by the Members of Parliament, and action taken thereon, in Proformae MP -I and MP -II and send it along with the proposals. In all cases where the proposal of an MP has not been included, cogent reasons shall be given based on the reasons given by the District Panchayat.

8.2 The SRRDA shall vet the proposals to ensure that they are in accordance with the Guidelines and shall place them before the Statelevel Standing Committee along with the MP-I & MP-II Statements.

8.3 The State Level Standing Committee would scrutinise the proposals to see that they are in accordance with the Guidelines and that the proposals of the Members of Parliament have been given full consideration. After scrutiny by the State Level Standing Committee, the Programme Implementation Units (PIUs) will prepare the Detailed Project Report (DPRs) for each proposed road work in accordance with the Rural Roads Manual and instructions issued from time to time.

8.4 While commencing with the preparation of the DPR, the PIU will hold a consultation with the local community through the mechanism of the Gram Panchayat in order to determine the most suitable alignment, sort of issues of land availability (including forest land), moderate any adverse social and environmental impact and elicit necessary community participation in the programme. For this purpose the PIU will organise an informal 'Transect Walk' as follows The Transect walk shall be undertaken by the AE/JE, accompanied by the Patwari and the Pradhan/Panch of the Panchayat / Ward after adequate advance publicity. The local Forest official may also be associated. During the walk, issues relating to alternative alignments, land requirements for the road and its impact on landowners, etc. will

be discussed with members of the local community present. Environmental impact on vegetation, soil and water etc. shall be identified for resolution. During the walk, due opportunity shall be given to interested persons to put forward their point of view. At the end of the walk, alignment shall be finalised after recording the issues that arose during the walk and the action taken / proposed to resolve the issues. This shall be reduced to writing in a document by the Secretary of the Panchayat and countersigned by the Panch/Pradhan. A copy of this document shall be attached to the finalised DPR.

8.5 The PIU will ensure the following in preparing the Detailed Project reports:

- i. The Rural Roads constructed under the Pradhan Mantri Gram Sadak Yojana must meet the technical specifications and geometric design standards given in the Rural Roads Manual of the IRC (IRC:SP20:2002) and also, where required, the Hill Roads Manual (IRC:SP:48)
- ii. The choice of design and surface for the road would be determined, inter alia, by factors like traffic density, soil type and rainfall following the technical specifications laid down in the Rural Roads Manual (IRC:SP20:2002). Normally rural roads would need to be designed to carry upto 45 commercial vehicles per day (CVPD) only. All cases of design for new construction where a higher traffic is projected need detailed justification. In the case of new construction for eligible Habitations of population below 1000 where traffic expected is likely to remain very low (below 15 CVPD), in the interest of economy, the road would generally be designed for a gravel or other unsealed surface as provided in the Rural Roads Manual, subject to considerations of rainfall. In case of new construction to connect Habitations with population below 500 where the projected traffic growth is likely to be very low, the carriageway may further be restricted to 3.0 m.

- iii. Where the road passes through a Habitation, the road in the built-up area and for 50 metres on either side may be appropriately designed preferably as a Cement Road or with Paved Stones, besides being provided with side drains. Appropriate covered side drains and cross drainage will be provided, so that improper drainage does not damage the road or the dwellings alongside.
- iv. Wherever local materials, including Fly Ash, are available, they should be prescribed subject to adherence to technical norms and relevant Codes of Practice.
- v. The Rural Roads constructed under PMGSY must have proper embankment / drainage. Adequate number of Cross Drainage (CD) works, including cause-ways where appropriate, must be provided based on site requirement ascertained through investigation. Minor bridges may be provided where necessary. In case the span exceeds 15m, a separate DPR will be prepared after site inspection jointly by the Superintending Engineer and the State Technical Agency. In case the span exceeds 25m, the project will be separately executed by the engineering division of the State Government having jurisdiction and the pro rata costs beyond 25 m and agency charges if any will be borne by the State Government.
- vi. In the case of Hill States the estimates for new construction works may be prepared in 2 parts wherever circumstances so require As such:
 - a. The first stage will consist of formation cutting, slope stabilization, protection works and drainage works. If black topping at the second stage is intended, it may be taken up after two rainy seasons have elapsed to ensure adequate stabilization of the side slopes. The second stage will include the WBM layers and bituminous surface course. The habitations concerned will not be counted as 'connected' till the second stage is taken up.
 - b. Where State Government agrees as a policy that 'unsealed' surfaces are adequate in certain conditions like low traffic, the formation cutting, slope stabilization and protection works, complete drainage works and appropriate surface course treatment (to ensure all weather connectivity) will all be included in the first stage and work executed. In such cases, the habitations will be counted as 'connected' on completion of the first stage itself, as there will be no second stage.

8.6 A separate maintenance component to be funded by the State Government out of its resources will also be provided in the DPR as follows:

- a. In case of link routes (new construction) the component shall comprise of 5 year routine maintenance.
- b. In case of associated rural Through Routes not requiring upgradation, the component shall include 5-year routine maintenance including one renewal as per cycle.
- c. In case of Through Routes taken up for upgradation, 5-year routine maintenance and a renewal at the end of the period. The maintenance component will be contracted out along with the new construction / upgradation, to the same contractor. In case the Through Route is not a rural road, the same provision will apply to the Main Rural Links (MRL) identified in the Core Network.

8.7 In respect of Hill roads, if construction is in 2 stages, the initial 5-year maintenance contracting will be done at the time of contracting the work for the 2nd stage. Interim maintenance, clearance of slips etc., in the period between the 1st and 2nd stage may be done departmentally.

8.8 The cost of preparing DPR, including investigation, survey and testing and trace cutting (in case of hill areas) will form part of the project cost, and may be met from the funds in hand with the SRRDA subject to future book adjustment on clearance of the proposal at such rates as may be prescribed by the Ministry / NRRDA from time to time.

8.9 The detailed estimates will be based on the State Schedule of Rates (SSR) prepared using the Book of Specifications and Standard Data Book prescribed by the NRRDA.

8.10 The State Schedule of Rates (SSR) shall be published annually and used for all rural roads. The Schedule may be District or Circle specific

9. Scrutiny of Project Proposals

9.1 NRRDA has identified in consultation with each State Government, reputed Technical Institutions, designated as State Technical Agencies (STA) to provide outsourced technical support to the PIUs. The STAs would vet the District Roads Plan and Core Network, check the CNCPL and CUPL and scrutinise the DPRs prepared under the Annual proposals. The coordination of activities of the STAs would be performed by the NRRDA, who may add to or delete institutions from the list, as well as to entrust specific tasks to them. NRRDA may from time to time identify additional technically qualified agencies to provide these services to the State Governments and to perform such other functions as may be necessary in the interest of the Scheme. NRRDA will also designate reputed Technical and Research Institutions such as the Indian Institutes of Technology as Principal Technical Agencies (PTA) for groups of States. The PTAs will provide technical support, take up research projects, study and evaluate different technologies and advise on measures to improve the quality and cost norms of Rural Roads. The Principal Technical Agencies shall also coordinate the work of the STAs in their jurisdiction.

9.2 After making entries in the OMMS Software, the PIU will forward the proposals along with the Detailed Project Reports to the State Technical Agencies for scrutiny of the design and estimates. The prescribed Proformae F-1 to F-8 will form part of the DPR.

9.3 After verifying that the DPRs have been entered in the OMMS, the DPRs are to be scrutinised by the State Technical Agency (STA) in the light of the PMGSY

Guidelines, IRC specifications as contained in the Rural Roads Manual (IRC SP20:2002) and where necessary the Hill Roads Manual, and the applicable Schedule of Rates. In doing so, it shall be ensured that no lead charges would be payable for transportation of soil (except in case of Black Cotton Soil / Sodic soil or in village portions). The STA will in particular check the following:

- i. certificate of land availability;
- ii. proceedings of the transect walk;
- iii. conformation to CNCPL / CUPL;
- iv. full justification in case projected traffic for new construction exceeds 45 CVPD;
- v. separate DPR where CD span exceeds 15 meters;
- vi. economy of design, including use of gravel surfacing, local materials and fly ash;
- vii. preparation of estimates for 5-year routine maintenance and periodic renewal of the Through Route as per Para 8.5 of the Guidelines.

The STA will countersign the Proformae, make confirmatory entry in the OMMS software and return the scrutinised DPR to the PIU, whereupon the PIU will forward the scrutinised DPRs to the SRRDA through the prescribed channel.

9.4 The SRRDA will consolidate the proposals from the PIUs, after verifying that they have been duly scrutinised by the respective STAs. They will then prepare the State Abstract on proforma specified, and send all the Project proposals to the NRRDA along with the proformae

MP-I, MP-II and MP-III.

9.5 The NRRDA will thereupon scrutinise the proposals received from the SRRDA to ensure that the proposals have been made duly keeping in view the Programme Guidelines and that they have been duly verified by the STAs. The proposals for each State would then be put up before the Empowered Committee for consideration.

10. Empowered Committee

10.1 At the Central level, the Project proposals received from the State Governments would be considered by an Empowered Committee, to be chaired by Secretary, Department of Rural Development. The representatives of the State Government whose proposals are being considered by the Empowered Committee may be invited to attend the Meetings, as and when required. The recommendations of the Empowered Committee would, thereafter, be submitted to the Minister of Rural Development and in case the proposals meet the programme requirements, they will be cleared.

10.2 The Ministry will communicate the clearance of the Proposals to the State Government. It may , however, be noted that clearance by the Ministry does not imply Administrative or Technical sanction of the proposals. The procedures of the State Government / SRRDA in this regard would be followed. The authorised officer of the Executing Agency would have to record the Technical Sanction on each DPR before action is taken to tender the works.

10.3 Once approved, the alignment of the road should not be changed without obtaining the concurrence of the District Panchayat, the State Technical Agency and the State level Standing Committee.

11.Tendering of Works

11.1 After the project proposals have been cleared and Technical Sanction has been accorded, the Executing Agency would invite tenders. The well-established procedure for tendering, through competitive bidding, would be followed for all projects. All the projects scrutinised by the STA and cleared by the Ministry, will be

tendered as such, and no changes shall be made in the work without the prior approval of the NRRDA. The States will follow the Standard Bidding Document (SBD), prescribed by the NRRDA, for all the tenders.

11.2 Since PMGSY places high emphasis on time and quality, States shall take steps to increase competition and to realistically assess Bid capacity. To this end States shall ensure that all Tender notices are put out on the Internet under the OMMS. Centralised evaluation of Bid capacity will be done to give effect to the provision of the SBD. States may empower the SRRDA to call and decide tenders in the interest of speeding up the process.

11.3 The tendering and contracting process and time periods will be as per the SBD (Para 13.1 also refers). The State shall at all time update the OMMS tendering module to enable downloading of tender documents. Details of contracts entered into shall also be immediately entered into database.

11.4 Within 15 days of the date of Work Order, signboards along with the Logo of the PMGSY should be erected at the site of road works. The Signboards should indicate the name of the Programme (PMGSY), name of the road, its length, estimated cost, date of commencement and due date of completion of construction and name of the executing contractor. It is desirable that after completion of construction, this is in the form of a permanent brick-masonry/ concrete structure at both ends of the road.

11.5 With the use of annual State Schedule of Rates it is expected that on average the tendered value would approximate the estimated value. Excess / deficit within a District will be adjusted at PIU level by the SRRDA under intimation to the NRRDA and entry in the OMMS, provided that in any particular package the excess / deficit does not exceed 10%. In all other cases prior approval of NRRDA will be taken. In

case there is material change in the scope of work or quantities, prior approval of NRRDA shall be obtained and difference absorbed in the District level surplus failing which net savings at State level will be used for the purpose. Data change in OMMS in such cases would be made with NRRDA authorisation. All costs due to time overrun, arbitration or judicial award shall be borne by the State Government. In case the value of tenders received is above the estimate that has been cleared by the Ministry, the difference (tender premium) pooled for the entire State for works cleared in a phase / batch will be borne by the State Government.

12. Programme Implementation Units

12.1 At the District level, the Programme will be co-ordinated, and implemented through a dedicated Programme Implementation Unit **(PIU)**.

All PIUs will be manned by competent technical personnel from amongst the available staff or through deputationists. In exceptional cases and with the prior approval of NRRDA, Consultants may be engaged to build up or enhance capacity. NRRDA's Model documents shall be used for the purpose.

12.2 All staff costs will be borne by the State Government. The Pradhan Mantri Gram Sadak Yojana does not provide for any staff costs. However, the administrative and travel expenses of PIUs and SRRDA costs will be met to the following extent, with the State Government bearing any additional costs:

Item % of funds released

(a)	Admin. expenses for PIUs 1.00%
(b)	Travel Expenses of PIUs 0.50%
(c)	Admin. & Travel expenses (SRRDA) 0.25% (Rs. 25 lakh maximum)
(d)	Independent Quality Monitoring 2nd tier 0.50%

- i. Administrative expenses shall, in addition to usual office expenses, include all expenses incurred in relation to the operation of the OMMS computers and their maintenance, including internet charges and data entry costs. Amounts paid on account of outsourcing of execution and management related functions may also be paid out of administrative expenses within the limits prescribed. However, expenditure on purchase of vehicles, payment of salaries & wages and purchase or construction of buildings is not permissible.
- ii. The amounts shall be released to the SRRDA along with programme fund releases. The SRRDA shall further allocate the amounts (by way of limits set by the Empowered Officer) in respect of sl. no. a) & b) to PIUs generally in proportion to the funds released to them, also keeping in view the actual pace of work and requirements in the PIUs.
- iii. In case works lapse or are dropped at a later stage, necessary adjustment will be made while releasing the next tranche of expenses.
- iv. Funds for the purpose will be kept in a separate account ('Administrative Account') operated in a manner similar to the programme account (see Para 18). State Government funds for administrative expenses and incomes of the Agency used for administrative purposes may also be kept in the same account, but no other funds shall be credited to the account nor shall the account be used other than for defraying admissible administrative, travel and quality monitoring expenses.
- v. The releases of administrative and travel expenses shall be dependent on:

continued updating of OMMS modules appropriate dedication of the PIU and its clear linkage to the SRRDA; and adequate institutional mechanism at the SRRDA level including nodal IT officer, State Quality Coordinator, Financial Controller and Empowered Officer.

12.3 No Agency charges will be admissible for road works taken up under this Programme. In case Executing Agencies levy charges in any form, such as Centage charges etc., it would have to be borne by the State Government.

13. Execution of Works

13.1 The relevant projects would be executed by the PIUs and completed within a period of 9 months from the date of issue of the Work order. A Work Programme shall be obtained from the contractor for each work and approved by the PIU. Payment shall be made only after the approval of the work programme, deployment by the Contractor of the requisite number of engineers and setting up of the Quality **Control Laboratory at site. In this connection, it is clarified that:**

- i. The period of 9 months shall comprise 9 working months. In case the period for execution is likely to be adversely affected by monsoon or other seasonal factors, the time period for execution may be suitably determined while approving the work programme, but shall not exceed 12 calendar months in any case.
- ii. Where a package comprises more than one roadwork, the total time given for completion of the package shall not exceed 12 calendar months.
- iii. In respect of Hill States where the work may be executed in two stages, the above will apply separately in respect of each stage.
- iv. Time period provided in the Notice Inviting Tender (NIT) and the Work Programme shall be strictly enforced. Since time is the essence of the contract, action must be taken against the contractor in cases of delay, as per the contract provisions.

13.2 With the above schedule and considering 75 days as the average tendering time, all cleared works should be able to be reported as completed at the end of 15th month from clearance by the Ministry. The eligibility for release of second instalment of a subsequent years' cleared works will be determined accordingly.
(Para 19 refers)

13.3 An important principle of the Pradhan Mantri Gram Sadak Yojana is the assured availability of funds, so as to facilitate timely completion of road works. It shall be the responsibility of the Executing Agencies to ensure timely payments to the contractors, subject to satisfactory execution of work. Delays in payment due should be avoided. Settlement of final bill with the contractor will be one of the parameters for monitoring the successful execution of works.

13.4 To maintain quality, ensure timely completion of works and encourage rural road network maintenance, the Ministry of Rural Development may lay down schemes of incentives / disincentives for the States.

14. National Rural Roads Development Agency

14.1 The Ministry of Rural Development have set up the National Rural Roads Development Agency (NRRDA) to provide Operational and Management support to the Programme. The NRRDA will provide support, *inter alia*, on the following:

- i. Designs & Specifications and Cost norms.
- ii. Technical Agencies
- iii. District Rural Roads Plans and Core Network.
- iv. Scrutiny of Project Proposals
- v. Quality Monitoring
- vi. Monitoring of progress, including online monitoring
 - R&D
 - Human Resource Development
 - Communication

14.2 All State Governments will ensure timely furnishing of all necessary reports, data and information to the National Rural Roads Development Agency.

15. Quality Control and Supervision of Works

15.1 Ensuring the quality of the road works is the responsibility of the State Governments, who are implementing the Programme. To this end, all works will be effectively supervised. The NRRDA will issue general guidelines on Quality Control and prescribe a Quality Control Handbook to regulate the quality control process at works level. Quality Control Registers containing the results of tests prescribed in the Quality Control Handbook shall invariably be maintained for each of the road works. A site Quality Control Laboratory will be set up by the Contractor for each package. Payments shall not be made to the Contractor unless the Laboratory has been duly set up and equipped, quality control tests are regularly conducted, recorded and have been found to be successful. The Standard Bidding Document (see Para 11.1) shall incorporate suitable clauses for ensuring Quality Control and a Performance Guarantee by the Contractor, which should be discharged only after consulting the Panchayati Raj Institutions responsible for maintenance.

15.2 A three-tier Quality Control mechanism is envisaged under the Pradhan Mantri Gram Sadak Yojana. The State Governments would be responsible for the first two tiers of the Quality Control Structure. The PIU will be the first tier, whose primary responsibility will be to ensure that all the materials utilised and the workmanship conform to the prescribed specifications. As the first tier, the PIU will supervise the site quality control laboratory to be set up by the contractor. It shall also ensure that all the tests prescribed are carried out at the specified time and place by the specified person/ authority.

15.3 As the Second tier of the Quality Control structure, periodic inspections of works will be carried out by Quality Control Units, set up / engaged by the State Government, independent of the Executive Engineers / PIUs. These officers / Agencies (who may be called State Quality Monitors) would be expected to carry out regular inspections and also get samples of material used tested in laboratories of the State Government as well as, in certain cases, independent laboratories, say those of the State Technical Agencies. The State Governments will issue the requisite guidelines in this regard.

15.4 Each State Government will appoint a senior Engineer (not below the rank of Superintending Engineer) to function as State Quality Coordinator (SQC) at the State level. His function will be to oversee the satisfactory functioning of the Quality control mechanism within the State. This function would also involve overseeing the follow up action on the reports of the National Quality Monitors. The Quality Coordinator should be part of the SRRDA.

15.5 As the third tier of the Quality Control Structure, the NRRDA will engage Independent Monitors (Individuals / Agency) for inspection, at random, of the road works under the Programme. These persons may be designated as National Quality Monitors (NQM). It will be the responsibility of the PIU to facilitate the inspection of works by the NQM, who shall be given free access to all administrative, technical and financial records.

15.6 The National Quality Monitors shall inspect the road works with particular reference to Quality. They may take samples from the site and get them examined by any competent Technical Agency / Institution. They shall also report on the general functioning of the Quality Control mechanism in the District. The Monitors shall submit their report to the NRRDA. The reports of the NQMs will be sent by NRRDA to the State Quality Coordinator for appropriate action within a period to be specified. In case quality check by SQM or NQM reveals 'unsatisfactory' work, the

PIU shall ensure that the contractor replaces the material or rectifies the workmanship (as the case may be) within the time period stipulated. In respect of NQM Reports, the SQC shall, each month, report on the action taken on each of the pending Reports. All works rated 'unsatisfactory' shall be re-inspected by an SQM or NQM after a rectification report has been received from the State Quality Coordinator.

15.7 Recurrent adverse reports about quality of road works in a given District / State might entail suspension of the Programme in that area till the underlying causes of defective work have been addressed.

15.8 The State Quality Coordinator/ Head of PIU shall be the authority to receive and inquire into complaints/representations in respect of quality of works and they would be responsible for sending a reply after proper investigation to the complainant within 30 days. The SRRDA, for this purpose, shall ensure the following:

- i. The name, address and other details of the State Quality Coordinator will be given adequate publicity in the State (including tender notices, websites, etc.) as the authority empowered to receive complaints.
- ii. The State Quality Coordinator shall register all complaints and will get them enquired into by the PIU or if circumstances so require, by deputing a State Quality Monitor.
- iii. All complaints shall be acknowledged on receipt (giving registration no.) and likely date of reply shall be indicated. On receipt of the report, the complainant shall be informed of the outcome and the action taken / proposed.
- iv. Action on anonymous / pseudonymous complaints will be taken as per extant instructions of the State Government.
- v. Complaints received through the Ministry of Rural Development / NRRDA will normally be sent to the State Quality Coordinator for enquiry and necessary action. In case report from an SQM is desired, this shall be furnished within the time specified. In case an adequate response is not received within the stated time schedule, the NRRDA may depute an NQM and further processing will be done only on the basis of NQM report.

vi. The SQC shall make a monthly report to the State Nodal Department / State Rural Roads Agency (in a prescribed format) and the status of action on complaints shall be discussed in the State-level Standing Committee.

The NRRDA shall monitor the working of the mechanism.

15.9 Quality Control expenses of the 2nd tier will be borne by the PMGSY in respect of identified independent Monitors / monitoring agencies and for expenses and testing fees etc., admissible as per PMGSY quality monitoring Guidelines. An amount upto 0.50% of the cleared project cost shall be released to the SRRDA for the purpose, as a proportion of the programme fund released. The funds shall be credited to the administrative account of the SRRDA (see Para 12.2)

16. Monitoring

16.1 Effective monitoring of the Programme being critical, the State Governments will ensure that the officials are prompt in sending the requisite reports / information to the SRRDA as well as the NRRDA. The On-line Management & Monitoring System (OMMS) will be the chief mechanism for monitoring the Programme. To this end, the officials are required to furnish, 'On-line', all the data and information, as may be prescribed by the NRRDA from time to time, in the relevant module of the On-line Management & Monitoring System. They shall be responsible for uninterrupted maintenance of the Computer Hardware and Software as well as the Internet connectivity. The Software for the OMMS shall be supplied by the NRRDA and it shall not be modified at any level in the States; any requirement or suggestion for change shall be intimated to the NRRDA.

16.2 The State Government should provide necessary manpower, space and facilities to set up the Computer Hardware at the District and State Level. Since the data would reside on the State Servers, the State level Agency must ensure that the State Server is functional all 24 hours.

16.3 It shall be the responsibility of the Executive Engineer / Head of the PIU to ensure effective up-time and Internet connectivity of the computers at the PIU / District level. He shall be responsible for ensuring placement of all Master data

including the Rural Roads Plan in the database and for the constant updating and accuracy of data relating to the progress of road works, record of Quality control tests as well as the payments made. In case of continued failure to update data on the OMMS, further releases to the State / District concerned could be affected.

16.4 Each State Government would identify one officer of sufficient seniority and having adequate knowledge of Information Technology to function as State IT Nodal Officer. His function will be to oversee the regularity and accuracy of the data being furnished by the Districts. The IT Nodal Officer, who shall form part of the SRRDA, shall also be responsible to oversee the upkeep of the Hardware and Software as well as the computer training requirements of the personnel dealing with the PMGSY.

16.5 The District Vigilance and Monitoring Committee set up by the Ministry will also monitor the progress and exercise vigilance in respect of PMGSY.

17. Maintenance of Rural Roads

17.1 PMGSY is a huge central investment in the State sector as part of a poverty reduction strategy. This investment in essentially the 'last mile' connectivity is likely to be useful only if the main rural road network, particularly the rural Core Network is maintained in good condition. In the context of a farm to market connectivity, proper maintenance is essential if risks of long term investments, on-farm as well as off-farm, are to be taken by the rural entrepreneur. Accordingly, the putting in place of institutional measures to ensure systematic maintenance and providing adequate funding for maintenance of the rural core network, particularly the Through Routes, will be key to the continuance of the PMGSY programme in the State. To this end, State Governments will take steps to build up capacity in the District Panchayats and shall endeavour to devolve the funds and functionaries onto these Panchayats in order to be able to manage maintenance contracts for rural roads.

17.2 All PMGSY roads (including associated Main Rural Links / Through Routes of PMGSY link routes) will be covered by 5-year maintenance contracts, (see Para 8.5)

to be entered into along with the construction contract, with the same contractor, as per the Standard Bidding Document. Maintenance funds to service the contract will be budgeted by the State Government and placed at the disposal of the SRRDA in a separate Maintenance Account.

17.3 Since rural Through Routes / Main Rural Links carry comparatively larger traffic and keeping them in good condition is particularly important, Through Routes (whether upgraded under PMGSY or subjected to maintenance contract as an associated Through Route of a PMGSY link route as per Para 6.6.2) on expiry of 5-year post-construction maintenance (see Para 8.5 and 17.2) shall be placed under Zonal maintenance contracts consisting of 5-year maintenance including renewal as per cycle. The State Government will make the necessary budget provision and place the funds to service the zonal maintenance contracts at the disposal of the SRRDA in the Maintenance Account.

17.4 Till such time as District Panchayats take over maintenance functions, the PIUs will continue to be responsible for administration of post-construction and zonal maintenance contracts on PMGSY roads.

17.5 State Governments shall endeavour to develop sustainable sources of funding for maintenance of rural roads and shall ensure that the SRRDA

- a. Prepares and submits to the State Nodal Department and NRRDA an annual estimate of funds for proper maintenance of the Rural Core Network
- b. enforces a prioritisation criteria for allocation of budgeted maintenance funds. The criteria may be developed in consultation with NRRDA, based on the Pavement Condition Index (PCI), giving weightage to conditions like traffic / population.
- c. Liaises with the executing agencies receiving maintenance funding for rural roads to ensure coordinated application of the prioritisation criteria.

17.6 Rural Roads Safety - Since rural roads are generally low traffic volume roads and accident rates are presently quite low, safety issues relate mainly to design and construction features and road safety consciousness of local residents. At the Central level, these issues will be addressed through coordination with the Road Safety Mission of the Ministry of Road Transport & Highways. At the State level, the

State Quality Coordinator at State level and the Head of the DPIU at District level shall be tasked by the State Governments to coordinate with the State Governments road safety mechanisms and programmes, in particular through membership of the State Road Safety Council and District Road Safety Committees respectively created as per provision of Section 215 of the Motor Vehicles Act, 1988 (Act No.59 of 1988).

17.7 As part of the rural road development and maintenance programmes, the State Government shall ensure road safety audit of PMGSY works along with quality monitoring. It shall also ensure adequate involvement of Panchayat Raj Institutions in road safety awareness programmes. Awareness raising activities including publication of pamphlets, audio-visuals, interactive programmes etc. will be funded on the basis of annual proposals to be forwarded for clearance of the Empowered Committee along with the road proposals.

Part III - Flow of funds, procedure for release and Audit

18. Flow of Funds

18.1 The SRRDA shall select a Bank branch with internet connectivity at the State Headquarters, of any Public Sector Bank or Institution based Bank for maintaining the Programme Account, Administrative Account and Maintenance Accounts under the Pradhan Mantri Gram Sadak Yojana. Once selected, the Account shall not be changed to any other Branch or Bank without concurrence of NRRDA. There will be a written undertaking from the Bank that it will follow the Guidelines of Government of India for payments from the PMGSY Funds. The concerned branch will maintain Internet connectivity and enter the data into the relevant module of the On-line Management & Monitoring System.

18.2 The SRRDA will communicate to the NRRDA and to the Ministry the details of the Bank branch and the Account numbers. The Ministry of Rural Development shall release the programme funds and the administrative and travel expenses and quality control funds respectively into the Programme and Administrative account.

18.3 The State Government shall credit the Administrative account with funds for the proper functioning of the SRRDA. Funds for administration of maintenance contracts of PMGSY roads shall be credited to the Maintenance Account of the SRRDA. The State Government shall credit the programme account with funds in

order to meet works related expenses not found eligible to be funded by the Ministry under the PMGSY, and to meet cost escalation, tender premium and other programme expenses which are the responsibility of the State Government.

18.4 The Programme, Administrative and Maintenance expenditure will be regulated as follows:

- i. As indicated in Para 12.1 above, the Executive Engineers of PIUs / Heads of PIUs (who are the drawing and disbursing officers of the PIU) will be declared as the ex-officio members / officers of the SRRDA, so as to enable them to draw on the funds of the SRRDA from the three Accounts. They shall be the Authorised signatories for issuing cheques. The PIUs shall not open separate bank accounts.
- ii. The SRRDA shall nominate one of its senior officers, generally of the rank of a Chief Engineer, as the Empowered Officer. It shall be open only to the Empowered Officer to inform the Bank of the names of Authorised Signatories, for issuing cheques on the Agency's bank accounts.
- iii. The Empowered Officer will furnish this list of Authorised Signatories (Executive Engineers of Districts / Heads of PIUs) to the Bank, periodically verify it to ensure its accuracy and inform the Bank of any changes. The Bank will issue separate Cheque Books to each of the Authorised Signatories, and will keep their signatures on record.
- iv. The Empowered Officer will also inform the Bank of the names of Authorised Payees (contractors and suppliers with whom Agreements have been duly entered into, as well as Statutory Authorities, such as ITO etc) and their designated payee accounts, and also the amounts that are admissible against each of the Contractors and suppliers in respect of each accounts. This will be in conformity with the Work Agreements. The Empowered Officer may lay down suitable limits on monthly / quarterly payments in line

with the agreed Works Programme for the respective packages. Standing instructions will be issued to the Bank Branches by the Empowered Officer in this regard.

v. The Authorised Signatories will make payments, as per the established procedure, by Account Payee cheque mentioning the designated payee accounts. They will immediately enter the cheque and payee details in the Payment Module of the OMMS.

vi. On presentation of the cheque, the Bank would satisfy itself that the payment details have been entered in the Payment Module, and that the cheque meets with all other requirements, including, signatures agreeing with specimen signatures, the cheque amount being within the balance authorised limit, and the payee being the authorised payee, payee account details being fully and correctly specified etc.

vii. The Bank will not allow the funds to be used by any person other than the authorised signatories and for any purpose other than the authorised payment for Works taken up under the PMGSY. Nor will it be open to the SRRDA to invest these funds in any other Bank/ Branch, whether for short or medium term, including under Fixed Deposits.

viii. The Bank will render monthly account, in respect of PMGSY Funds, to the PIU, the State level Agency and whenever requested, to the National Rural Roads Development Agency.

18.5 A tripartite Memorandum of Understanding will be entered into between the Bank, SRRDA and the NRRDA wherein the parties would agree to abide by the provisions of the Guidelines. In particular, the Bank will agree to abide by the instructions issued, from time to time, by the Ministry of Rural Development /National Rural Roads Development Agency (NRRDA) regarding the operation of the Accounts.

18.6 The NRRDA may, from time to time, issue such directives as necessary for smooth flow of funds and effectiveness of the Programme.

18.7 The Accounting System, to be prescribed by the NRRDA, would be based on the well-established Public Works Accounting system, with its own Chart of Accounts and Balance Sheet. The Online Management and Monitoring System (OMMS) software would support the Accounting System and would be enabled so that PIUs, SRRDAs and Bank branch concerned can make data entry on line for their respective transaction.

18.8 Money accruing as Interest credited in the Programme Account will be credited to the same account. The expenditure out of this interest amount will be guided by the instructions / guidelines to be issued by the Ministry of Rural Development / NRRDA from time to time. The Bank shall intimate to the State level Agency the interest amount credited by it to the Account on quarterly basis.

19. Procedure for Release Of Funds to the State Level Agency

19.1 The PMGSY has adopted a project approach where road works have to be completed within a stipulated time. The funds for the cleared projects will be made available to the SRRDA in two instalments. The first instalment amounting to 50% of the cleared value of projects, (or annual allocation whichever is lower) shall be released subject to fulfilment of conditions, if any, stipulated earlier.

19.2 Since the cost of only the contracted works have to be paid, the second instalment would be calculated on this basis, and would be equal to the balance due on the cost of the awarded works. Release would be subject to utilisation of 60% of the available funds and completion of at least 80% of the road works awarded in the year previous to the preceding year and 100% of the awarded works of all the years preceding that year, and fulfilment of other conditions, if any, stipulated while releasing the previous instalment. Works cleared and not awarded by the time of the 2nd instalment would be deemed as lapsed. Available funds will be the funds available with the SRRDA on 1st April of the Financial Year (including interest accrued) plus the amount of the instalment released, if any, during the Financial Year.

19.3 The release of the second instalment in a year shall be subject to submission of the following documents:

- a. Utilisation Certificate for the funds released earlier, year-wise in the form prescribed.
- b. Certificate by the Bank Manager indicating the balance amount on date of issue of the Certificate and the interest credited.
- c. A Certificate regarding the requisite physical completion of works.
- d. For all releases after October of a year, production of an Audited Statement of Accounts and a Balance Sheet and related Statements, duly certified by the Chartered Accountant for the accounts of the previous financial year.
- e. Outputs of the relevant modules of the OMMS, duly certified by the SRRDA as being correct.

19.4 For the purpose of releasing funds, the State would be the Unit.

20. Audit

20.1 The SRRDA will ensure that the accounts are audited by a Chartered Accountant selected from a panel approved by the CAG, within six months of the close of the financial year. This account will be supported by a statement of reconciliation with the accounts of PIUs and a certificate of the Chartered Accountant on its accuracy.

20.2 In addition to the Audit by the Chartered Accountant, the works under this Programme would be subject to audit by the Office of the Comptroller and Auditor-General of India (C&AG). The Audit of the work done by the C&AG may cover aspects of quality, in addition to financial audit.

20.3 Both the State level Agency and the PIUs must provide all relevant information to District level Vigilance and Monitoring Committees.

21. Miscellaneous

21.1 The National Rural Road Development Agency may, in co-operation with the State level Agency, organise suitable Training Programmes for the PIU personnel as well as Contractors engineers.

21.2 Planting of fruit bearing and other suitable trees, on both sides of the roads would be taken up by the State Governments / Panchayats from their own funds.

21.3 The Ministry of Rural Development may, from time to time, issue such directions as may be necessary for smooth implementation of the Programme.

22. Convergence

22.1 Rural connectivity is not an end in itself. It is a means. It is expected that the connectivity will improve indicators of education, health, rural incomes etc., provided as a follow up, and in consultation with the local Panchayati Raj Institutions, convergence is achieved with other ongoing Programmes in these sectors. It is expected that the District Panchayat will focus on these issues. Before the start of work on Rural Roads, the bench mark development indicators may be measured and attached to the detailed project report.

22.2 The NRRDA will provide 100% assistance for independent Studies to establish the impact of the new rural connectivity in a District from time to time.

SECTION 1

LIST OF IMPORTANT DATES

e-procurement NOTICE

NOTICE INVITING TENDERS

SECTION 1

.....

(Name of Authority inviting tenders)

**List of Important Dates of Bids for Construction/Upgradation of Roads under
Pradhan Mantri Gram Sadak Yojana and their Maintenance for Five years**

1. Name of Work

Sl. no	District	Package no.	Name of the work	Period of completion	Estimated Cost (Rs. Lakh)		Total Cost (Rs. Lakh)
					Construction	Maintenance	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

2. Maintenance Period is five years from the completion date

3. Date of Issue of Notice Inviting Bid Date ...Month.....Year.....

4. Period of availability

of Bidding Documents on website

www.pmgstenders.gov.in – From Date.... Month....Year.....

To Date Month..... Year.....

Time upto Hours

5. Time, Date and Place of Pre-bid Meeting Date Month..... Year.....
(if so required) Time Hours, Place ...

6.1. Deadline for Receiving Bids online,
including Scanned copy of demand Date Month.....Year.....
draft of Bid Security and of Demand Time uptoHours
Draft towards cost of Bid Document
from a Scheduled Commercial Bank
and scanned copy of Affidavit.

6.2. Date of Submission of original documents such as Date.....Month.....
Bid Security, Cost of Bid document and Affidavit Year.....
(this date should be no later than three working days
after the submission of Technical Qualification
part of the bid)

7. Opening of Bids: The Bids will be opened online by
the authorized officer at the appointed time

7.1. Time and Date for opening of Part-I of the
Bid (The Technical Qualification Part) DateMonth.....Year.....
TimeHours

7.2. Time and Date of opening of Part-II of the Bid

(The Technical-Financial Part) of the Bidders

who Qualify in Part I of the Bid.

DateMonth.....Year.....

TimeHours

8. Last Date of Bid Validity

DateMonth.....Year.....

9. Officer inviting Bids

.....Designation:

.....Address:

.....

PRADHAN MANTRI GRAM SADAK YOJANA
(PMGSY)

e-Procurement Notice

The __ (Name of Authority inviting Bids) ____ on behalf of _____ invites the item / percentage rate bids in electronic tendering system for construction of roads under Pradhan Mantri Gram Sadak Yojana in the districts of,,, for number of packages with estimated cost totaling to Rs..... Crore including their maintenance for five years from the eligible contractors registered with -----
----- x

Date of release of Invitation for Bids through e-procurement:
(dd/mm/yyyy)

Availability of Bid Documents and mode of submission: The bid document is available online and should be submitted online in www.pmgsytenders.gov.in. The bidder would be required to register in the web-site which is free of cost. For submission of the bids, the bidder is required to have a valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The bidders are required to submit (a) original Demand Draft towards the cost of bid document and (b) original bid security in approved form and (c) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (a) (ii) of ITB with (*address and details of office where to be submitted*) , on a date not later than three working days after the opening of technical qualification part of the Bid, either by registered post or by hand, failing which the bids shall be declared non-responsive.

Last Date/ Time for receipt of bids through e-procurement:
(dd/mm/yyyy) upto (time)

For further details please log on to www.pmgstenders.gov.in

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.....

(Designation and address of Authority inviting bids)

**Non-registered bidders may submit bids; however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract*

SECTION 1

.....

(Name of Authority Inviting Bids)

NOTICE INVITING TENDER (NIT)

1. The _____ on behalf of _____ invites the percentage rate/item rate bids, in electronic tendering system, for construction of roads under Pradhan Mantri Gram Sadak Yojana for each of the following works including their maintenance for five years from the eligible and approved contractors registered with -----*

District	Package no.	Name of the work	Estimated Cost (Rs. Lakh)		Total Cost (Rs. Lakh)	Period of Completion	Bid Security (Rs. Lakh) <i>The bid security is two percent of the total cost, rounded to the nearest thousand</i>
			Construction	Maintenance			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

2. Date of release of Invitation for Bids through e-procurement:
(dd/mm/yyyy)
3. **Cost of Bid Form:** Rs per package (*non-refundable*) only in form of Demand Draft in favour of
4. **Availability of Bid Document and mode of submission:** The bid document is available online and bid should be submitted online on website

www.pmgstenders.gov.in. The bidder would be required to register in the website which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in PMGSY may obtain the same from the website: www.pmgstenders.gov.in

Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the valid digital signature issued from authorized CAs can use the same in this tender.

** Non-registered bidders may submit bids; however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract.*

5. **Submission of Original Documents:** The bidders are required to submit (a) original Demand Draft towards the cost of bid document and (b) original bid security in approved form and (c) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4B(a) (ii) of ITB with (*address and details of office where to be submitted*) , on a date not later than three working days after the opening of technical qualification part of the Bid, either by registered post or by hand.

6. **Last Date/ Time for receipt of bids through e-tendering:**
(dd/mm/yyyy) up-to (time)

7. The site for the work is available.

8. Only online submission of bids is permitted, therefore; bids must be submitted online on website www.pmgstenders.gov.in. The technical qualification part of the bids will be opened online at _____ (time) on _____ (date) by the authorized officers. If the office happens to be closed on the date of opening

of the bids as specified, the bids will be opened online on the next working day at the same time.

9. The bidder is not required to quote his rate for routine maintenance. The rates to be paid for routine maintenance are indicated in the Bill of Quantities. Further, the payment for routine maintenance to the contractor shall be regulated based on his performance of maintenance activities.

10. The bids for the work shall remain valid for acceptance for a period not less than ninety days after the deadline date for bid submission.

11. Bidders may bid for any one or more of the works mentioned in the Table above. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the same NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

12. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

Signature and designation

of the Authority Inviting Bids for and on behalf of

.....

Section 2: Instructions to Bidders

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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer as defined in the Appendix to ITB invites bids for the construction of Works and their maintenance for five years, as described in these documents and referred to as “the Works”. The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract and do the routine maintenance of roads for five years from the date of completion.

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

2. Source of Funds

2.1 The Government of the State as defined in the Appendix to ITB has decided to undertake the works of construction and up-gradation of selected rural roads of the State through State budget and funds received under Pradhan Mantri Gram Sadak Yojana, from the Government of India, Ministry of Rural Development, and other sources to be implemented through the Employer.

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

3. Eligible Bidders

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

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

4. Qualification of the Bidder

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

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

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

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of civil construction works performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer not below the rank of Executive Engineer or equivalent;

- (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B(b) (ii) of ITB for the construction.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (j) proposals for subcontracting the components of the Works for construction/up-gradation, aggregating to not more than 25 percent of the Contract Price; and subcontracting of part/full routine maintenance of roads after completion of construction work.
- (k) the proposed programme of construction and Quality Management Plan proposed for completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Joint Ventures are allowed. Bids submitted by a Joint Venture (JV) of not more than three firms as partners shall comply with the following requirements:

- (a) 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. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure - I shall be submitted before any award of work could be finalized.

- (b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- (c) 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.
- (d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- (e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
- (f) In the event of default by any partner, in the execution of his part of Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.

- (g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- (h) 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.

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

- (a) Achieved in any one year, a minimum financial turnover (as certified by Chartered Accountant, and atleast 50% of which is from Civil Engineering construction works) equivalent to amount given below:
 - (i) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
 - (ii) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.

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

If the bidder has executed road works under Pradhan Mantri Gram Sadak Yojana in originally stipulated completion period, the financial turnover achieved on account of execution of road works under PMGSY shall be counted as 120% for the purpose of this sub-clause.

In Naxal/Left Wing Extremist Affected Districts, the figures of 60% and 75% in (i) and (ii) above would be replaced by 50%.

- (b) Satisfactorily completed, as prime Contractor or sub-contractor, at least one similar work equal in value to one-third (one-fourth in case of Naxal /LWE affected districts) of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB. The value of road work completed by the bidder under Pradhan Mantri Gram Sadak Yojana in originally stipulated period of completion shall be counted as 120% for the purpose of this Sub-Clause.

4.4 B (a) Each bidder must produce:

- (i) Copy of PAN Card issued by Income Tax Authorities;

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

(b) Each bidder must demonstrate:

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

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

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

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

4.4D If bidder is a Joint Venture, the partners would be limited to three (including lead partner). Joint Venture firm shall be jointly and severally responsible for completion of the project. Joint Venture must fulfill the following minimum qualification requirement.

- i. The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
- ii. Each of the remaining partners shall meet not less than 25% of all the criteria given in sub-clause 4.4 A (a) & (b) of ITB above.

iii. The Joint Venture must also collectively satisfy the subject of 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.

iv.. In the event that the Employer has caused to disqualify under Clause 4.7 of ITB below all of the Joint Venture partners will be disqualified.

v. Joint Venture Applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.

vi. The available bid capacity of the JV as required under Clause 4.6 of ITB below 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.

4.5 The Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in sub-clause 4.3A above.

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

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

where

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

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as ½ and more than 6 months as 1 in a year).

M = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB.

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

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

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

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

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. Bidding Documents

8. Content of Bidding Documents

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

1 Notice Inviting Tender

2. Instructions to Bidders

3 Qualification Information

4 Conditions of Contract

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

5 Specifications

6 Drawings

7 Bill of Quantities

8 Form of Bid

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

10 Forms of Securities and Form of Unconditional Bank Guarantee.

8.2. The bid document is available online on the website <http://www.pmgsytenders.gov.in>. The bid document can be downloaded free of cost, however, the bidder is required to submit Demand Draft towards cost of bid document in favour of the name given in the Bid Data Sheet.

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

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 The electronic bidding system provides for online clarification. A prospective Bidder requiring any clarification of the bidding documents may notify online the Authority inviting the bid. The Authority inviting bid will respond to any request (s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the Authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification.

9.2 If a pre-bid meeting is to be held, the bidder or his authorised representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

9.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

9.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website www.pmsgytenders.gov.in under the “Latest Corrigendum” and e-mail notification is also automatically sent to those bidders who have moved this tender to their “My tenders” area.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

- I. Form of bid for Part I of the bid, as per format given in section 6 (to be submitted online).
- II. Scanned copy of the Demand Draft for the cost of the bidding documents.
- III. Scanned copy of the Bid Security in any of the forms as specified in clause 16.2 of ITB.
- IV. Authorized address and contact details of the Bidder having the following information:
Address of communication:

Telephone No.(s): Office:

Mobile No.:

Facsimile (FAX) No.:

Electronic Mail Identification (E-mail ID):
- V. Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.
- VI. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- VII. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and

VIII. Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

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

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

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

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

(vi) Affidavit regarding correctness of certificates (Clause 4.4 of ITB)

(vii) Any other documents as specified by the State in the Bid Data Sheet

(c) Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or on lease or possessed on hire should be uploaded after converting the same to PDF.

(i) Similar nature of works executed (Clause 4.4 of ITB)

(ii) Works in hand (Clause 4.4 of ITB)

(iii) Machineries owned/brought on hire/ lease (Clause 4.4 of ITB)

(d) Submission of Original Documents: The bidders are required to submit (i) original Demand Draft towards the cost of bid document and (ii) original bid security in approved form and (iii) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (a)(ii) of ITB with the office specified in the Bid Data Sheet, on a date not later than three working days after the opening of technical qualification part of the Bid, either by registered post or by hand. These documents must match the scanned copies submitted along with the bids online. In case, of any deficiency in this respect, it will be treated as misrepresentation by such bidder. Such a bidder shall be liable to be debarred for participating in bids under PMGSY for five years.

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

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

13. Bid Prices

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

13.2 The Bidder shall make online entries to fill the Percentage Rate or Item Rates in Bill of Quantities. as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. The Bidder is not required to quote his rate for Routine Maintenance. The rates to be paid for routine maintenance by the Employer are indicated in the Bill of Quantities. Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

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

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

13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

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

14. Currencies of Bid

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

15. Bid Validity

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

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

16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, Bid Security, in the amount specified in the Appendix to ITB.

16.2 The Bid Security shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for minimum 45days

beyond the validity of bid. Other forms of Bid Security acceptable to the Employer are stated in the Appendix to ITB.

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

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

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

16.6 The Bid Security may be forfeited:

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

17. Alternative Proposals by Bidders

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

D. Online Submission of Bids

18. Bidding through E-Tendering System:

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

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

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

19. Electronic Submission of Bids:

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

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

20. Deadline for Submission of Bids

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

- 20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB. In such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Modification/ Withdrawal/Late Bids

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

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

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

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

E. Bid Opening and Evaluation

22. Bid Opening

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

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

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

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

22.5 Evaluation of Part-I of bids with respect to Bid Security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within five working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.

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

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

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

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

23. Process to be Confidential

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

24. Clarification of Bids and Contacting the Employer

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

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

25. Examination of Bids and Determination of Responsiveness

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

25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the

bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

26. Evaluation and Comparison of Bids

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

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

26.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 30 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

F. Award of Contract

27. Award Criteria

27.1 Subject to Clause 30 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

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

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

28.1 Notwithstanding Clause 27 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

29. Notification of Award and Signing of Agreement

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

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 30.

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

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

30. Performance Security

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

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

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

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

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

30.3 Failure of successful bidder to comply with the requirement of delivery of Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids as per provisions of Clause 30.1 shall

constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under PMGSY for a period of one year.

31. Advances

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

32. Corrupt or Fraudulent Practices

32.1 The Employer requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

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

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

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business

relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

32.5 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent Practice, which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

- (a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 32.1 to 32.6 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

(b) Forfeiture of Bid Security/Performance Security: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder/Contractor as the case may be.

Provisions Required to be Included in the Joint Venture Agreement

If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority*) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognising their respective authorised signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture. A certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

- a. Name, style and Project(s) specific JV with Head Office address
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilisation advance) to the extent of his participation in the JV
- d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement)
- e. Working Capital arrangement of JV
- f. Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- g. Provision for cure in case of non-performance of responsibility by any party of the JV.
- h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV The Employer derives right for any

consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.

- i. Management Structure of JV with details
- j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV
- k. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works
- l. The Power of Attorney shall be duly notarized.
- m. Any other relevant details

<p><i>Appendix to ITB</i></p> <p>The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.</p>	
<p>Instructions to Bidders</p> <p>Clause Reference</p>	
(1.1)	<p>The Employer is _____</p> <p>_____</p> <p><i>[Insert designation of the Employer.]</i></p>
(1.1)	<p>The Works is _____ <i>[name and summary description of the Works.]</i></p>
(1.1)	<p>Identification No. of the Works is:</p>
(2.1)	<p>The State is _____</p>

(3.1)	Eligible Bidders are:												
(4.4 A) (b)	_____ <i>[insert the amount if it is more than one-third of the estimated cost of works.]</i>												
(4.4. B) (b)(i)	<p>The key equipments for road works and field testing laboratory Road Works are:</p> <p>For Road Works</p> <table border="0"> <thead> <tr> <th data-bbox="651 757 976 790">Name of the Equipment</th> <th data-bbox="1046 757 1166 790">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="651 920 1043 931">_____</td> <td></td> </tr> <tr> <td data-bbox="651 1061 1043 1072">_____</td> <td></td> </tr> </tbody> </table> <p>For field testing Laboratory</p> <table border="0"> <thead> <tr> <th data-bbox="651 1384 976 1417">Name of the Equipment</th> <th data-bbox="1046 1384 1166 1417">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="651 1480 1461 1491">_____</td> <td></td> </tr> <tr> <td data-bbox="651 1621 1067 1632">_____</td> <td></td> </tr> </tbody> </table> <p>Note: (a) The bidder must produce the following documentary evidence in support of his availability of the above equipment:</p> <p>-----</p>	Name of the Equipment	Quantity	_____		_____		Name of the Equipment	Quantity	_____		_____	
Name of the Equipment	Quantity												

Name of the Equipment	Quantity												

(4.4 B) (b)(ii)	<p>The Number of Technical personnel, Qualifications and Experience will be as follows :</p> <p>A. The Technical Personnel are:</p> <p>[Cl. 9.2 of General Conditions of Contract]</p> <table border="1"> <tr> <th>Technical Personnel</th><th>Number</th><th>Experience in Road Works</th></tr> <tr> <td>A. Degree Holder in Civil Engineering</td><td></td><td></td></tr> <tr> <td>B. Diploma Holder in Civil Engineering</td><td></td><td></td></tr> <tr> <td>C. Others (Specify)</td><td></td><td></td></tr> </table> <p>B. For field testing laboratory ;</p> <p>-----</p> <p>-----</p>	Technical Personnel	Number	Experience in Road Works	A. Degree Holder in Civil Engineering			B. Diploma Holder in Civil Engineering			C. Others (Specify)		
Technical Personnel	Number	Experience in Road Works											
A. Degree Holder in Civil Engineering													
B. Diploma Holder in Civil Engineering													
C. Others (Specify)													
(4.4 B) (c) (i)	<p>The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:</p>												
(4.4 B) (c) (ii)	<p>The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:</p> <p>-----</p> <p>-----</p> <p>In case there is no such person in his employment, his</p>												

	affidavit should clearly state this fact.
(4.6)	M =
(7.1)	<p>The contact person is:</p> <p>Designation:</p> <p>Address:</p> <p>Telephone No.</p>
(9. 2)	<p>Place, Time and Date for pre-bid meeting are:</p> <p>Place : Time : Date:</p>
(11.1)	Language of the bid is:
(12.1) Part I (v)	
(13.2.)	<p>Bids may be submitted only in one of the following:</p> <p>Percentage Rate Method</p> <p>Item Rate Method</p> <p>[Delete whatever is not applicable.]</p>
(13.2)	Schedule of Rate applicable for Percentage Rate Method is:

(15.1)	Bid validity date:.....
(16.1)	The amount of Bid Security shall be Rs. _____ <i>[insert the amount in figure and words. Note: This amount is 2 percent of estimated value of the Works, rounded off to the nearest thousand. For reasons of confidentiality, a fixed sum should be specified, in preference to a percentage of the bid price.]</i>
(16.2)	Fixed Deposit Receipt must be drawn: In favour of:
(16.2)	Other acceptable forms of Bid Security pledged in favour of _____ are _____
(16.3)	Exemption from Bid Security is granted to:
(20.1)	The Employer's address for the purpose of Bid submission is _____ <i>[insert the receiving address provided in the Invitation for Bids.]</i>
(20.1)	The deadline for submission of bids shall be: Time _____ Date _____ _____
(22.1) &(22.6)	The date and time for opening of the Bids are: (A) Technical Qualification Part of Bid

	<p>Date</p> <p>Time</p> <p>(B) Technical Financial Part of Bid (For qualified bidder as)</p> <p>Date</p> <p>Time</p>
	<p>(i) Performance Security shall be valid until a date 45 days after the expiry of Defects Liability Period of 5 years after intended completion date.</p> <p>(ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.</p>

Signature of Employer/ Authorised Signatory

Date

Section 3 Qualification Information

Notes on Form of Qualification Information

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

1. Individual Bidders

1.1	<p>Constitution or legal status of Bidder</p> <p>Place of registration:</p> <p>Principal place of business:</p> <p>Power of attorney of signatory of Bid</p>	<p><i>[attach copy]</i></p> <hr/> <hr/> <p><i>[attach]</i></p>
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1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs) Year ____ Year ____ Year ____ Year ____ Year ____
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1.3 1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3 2	Work performed as Sub-Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

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

Existing commitments and on-going construction works:

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

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

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

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

1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.2 of Part-I General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

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

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

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

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

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

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

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

1.10 Proposed Programme. Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

Section 4 Conditions of Contract

Part – I General Conditions of Contract

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

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Table of Clauses

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Section 4

Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

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

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is five years calculated from the Completion Date.

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

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

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

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

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

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

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

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

Routine Maintenance is the maintenance of roads for five years as specified in the Contract Data.

The **Site** is the area defined as such in the Contract Data.

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

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

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

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

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

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

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

2. Interpretation

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

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

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

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

3. Language and Law

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

4. Engineer's Decisions

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

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

5. Delegation

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

6. Communications

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

7. Subcontracting

7.1 The Contractor may subcontract part of the construction work with the approval of the Employer in writing, up to 25 percent of the contract price, also part or full routine maintenance work after completion of construction work but will not assign the Contract. It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all his obligations under this Agreement notwithstanding anything contained in the agreements with his Sub-contractors or any other agreement that may be entered into by the Contractor and no default under any such agreement shall exempt the Contractor from his obligations or liability hereunder.

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

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

7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work or full routine maintenance for five years, during execution of the Works, the Employer will consider the following before according approval:

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

7.4 The Engineer should satisfy himself before recommending to the Employer whether the Sub-Contractor so proposed for the Works possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

7.5 While sub-contracting part of construction work as per provisions of Clause 7.1 and 7.3 above, the Contractor shall enter into formal sub-contract with sub-contractor making provisions for such requirements as may be specified by the Engineer including a condition that to the extent of inconsistency, provision of the Contract shall prevail over the provisions of the sub-contract. A copy of document of formal sub-contract shall be furnished to the Employer within a period of 30 days from the date of such sub-contract. In all such cases, on completion of the Contract, the Engineer, unless for reasons recorded in writing decides otherwise shall issue a Certificate of Experience to the contractor and in such certificate, the experience of the sub-contractors shall also be mentioned. The Copy of such certificate would also be endorsed to the sub-contractor.

8. Other Contractors

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

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

9. Personnel

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

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

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

9.4 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission for employment with the Contractor.

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

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works and do maintenance

16.1 The Contractor shall construct, and install and maintain the Works and do the work of routine maintenance in accordance with the Specifications and Drawings.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

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

18.2 The Contractor shall be responsible for design and safety of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design and safety of the Temporary Works, where required.

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

19. Safety

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

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

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by:

- (a) The Engineer
- (b) The Employer
- (c) The Ministry of Rural Development, Government of India.
- (d) The National Rural Roads Development Agency, Government of India

23. Instructions

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

24. Dispute Redressal System

24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

24.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.

24.3 The composition of the Empowered Standing Committee will be:

- I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- II. One official member not below the rank of additional chief engineer; and
- III. One non-official member who will be technical expert of Chief Engineer's or Superintending Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

24.4 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.

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

25. Arbitration

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

B. Time Control

26. Programme

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, for the construction of works.

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

26.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

26.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Employer on recommendation of the Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

27.2 The Employer on recommendation of the Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer

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

29. Management Meetings

29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

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

C. Quality Control

30. Identifying Defects

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

31. Tests

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

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

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

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

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

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

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

32.4 The routine maintenance standards shall meet the following minimum requirements:-

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

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

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

33. Uncorrected Defects

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

D. Cost Control

34. Bill of Quantities

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

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

35. Variations

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

36. Payments for Variations

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

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

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the relevant schedule of rates of the state. The recommendation of the Engineer on the rate so determined shall be submitted to the employer for approval. The decision of the employer shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates

38.1 The payment to the Contractor will be as follows for construction work:

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

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

- (a) The Contractor shall submit to the Engineer a bill every month for the routine maintenance of the roads from the date the maintenance period starts i.e. from completion date as defined in Clause 1.1, it will be supported with a copy of the record of the Contractor's monthly inspection and other instructions received from the Engineer.
- (b) The payment will be made monthly for the monthly bills received and as certified by the Engineer based on performance by the Contractor.
- (c) If the bill for a month is not received from the Contractor by the 10th day of the succeeding month or/ and if the Engineer has not certified that the Contractor has carried out the maintenance work for defects brought to his notice under clause 32.6 within specified period, no payment will become due to the Contractor for that month.
- (d) If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that month.

39. Payments

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

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

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

39.4 Payment for the routine maintenance of the roads will be made monthly for the satisfactory maintenance of the Works and based on the monthly bills submitted by the Contractor as per Clause 38.2 above and certified by the engineer, within 15 days of the date of each certificate.

40. Compensation Events

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

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

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

41. Tax

41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

42.1 All payments will be made in Indian Rupees.

43. Security Deposit

43.1 The Employer shall retain security deposit of five percent and Performance Security of two and a half percent of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No security deposit/retention shall be retained from the payments for Routine Maintenance of works. In case, the Contractor furnishes bank guarantee for the amount equal to Performance Security of two and a half percent retained from each payment due to the Contractor, the same amount shall be repaid to the Contractor subject to condition that the validity of bank guarantee is as per provision of Clause 46.2 of GCC.

43.2 On the satisfactory completion of the whole of the construction work, half the total amount retained as security deposit is repaid to the Contractor, one-fourth of the total amount retained as security deposit is repaid to the Contractor at the end of 2nd year after completion of the construction work and balance of the amount retained as security deposit is repaid to the Contractor at the end of 3rd year after completion of the construction work subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.

43.3 The additional Performance Security for unbalanced bids as detailed in Clause 46 of the Conditions of Contract is repaid to the Contractor when the construction work is complete.

43.4 The Performance Security equal to five percent of the Contract Price as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the period of five years fixed for Routine Maintenance is over and the Engineer has certified that the Contractor has satisfactorily carried out the Routine Maintenance of the works.

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

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

44. Liquidated Damages

44.1 In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 27, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten percent) of Initial Contract Price and that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or

from Performance Security or any other dues from Government or semi Government bodies within the state.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

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

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

45. Advance Payment

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

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

The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment. However, if the Contract is terminated due to default of the Contractor, the Mobilization Advance and the Equipment Advance shall be deemed to be an interest bearing advance at the base rate of the State Bank of India, as application on the date of such advance payment.

45.2 The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

45.3 The advance payment shall be recovered by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or liquidated damages.

46. Securities

46.1 The Performance Security equal to 5% (five percent) of the Contract Price and additional security for unbalanced bids shall be provided to the Employer. Out of total Performance Security equal to 5%(five percent) of Contract Price, half shall be delivered to the Employer no later than the dates specified in the Letter of Acceptance and shall be issued in the form given in Contract Data; however, balance half Performance Security shall be retained at the rate of two and a half percent of each payment due to the Contractor until completion of whole of the construction work.

46.2 The Performance Security shall be valid until a date 45 days from the date of issue of certificate of completion of construction work and maintenance work subject to the condition that if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially; however, the Contractor would

get this Bank Guarantee extended in such a way that an amount equal to five percent of the Contract Price is always available with Employer until 45 days after the lapse of the Defects Liability Period. If the Contractor fails to maintain the above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

47. Cost of Repairs

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

E. Finishing the Contract

48. Completion of Construction and Maintenance

48.1 The Contractor shall request the Engineer to issue a certificate of completion of the construction of the Work and the Engineer will do so upon deciding that the Work is completed.

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

49. Taking Over

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

49.2 The Employer shall take over the maintained road within seven days of the Engineer issuing a certificate of completion of the work of Routine Maintenance.

50. Final Account

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

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

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

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

51. Operating and Maintenance Manuals

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

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

52. Termination

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to defects liability period is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a Security, which is required;

- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- (f) the Contractor fails to provide insurance cover as required under clause 13;
- (g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. "Coercive practice" means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.
- (h) if the Contractor has not completed at least three-eighth of the value of construction Work required to be completed after half of the completion period has elapsed;
- (i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- (j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time; and
- (k) if the Contractor fails to pay EPF/ ESI contribution as required under prevailing laws;
- (l) if the Contractor engages child labour in violation of prevailing laws;
- (m) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.
- (n) any other fundamental breaches as specified in the Contract Data

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

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

53. Payment upon Termination

53.1 (i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less liquidated damages, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit, and Performance Security. If any amount is still left un-recovered it will be a debt payable to the Employer from State PMGSY works, any other State Government works including State Public Sector works executed by the Contractor.

53.1 (ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding defects liability period and routine maintenance of roads for five years, the Engineer will assess the cost of having the defect corrected. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from State PMGSY works, any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

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

54. Property

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

55. Release from Performance

55.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

55.2 Death or permanent invalidity of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

F. Other Conditions of Contract

56. Labour

56.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their safety, payment, housing, feeding and transport.

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

57. Compliance with Labour Regulations

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

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

57.2 Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.

57.3 In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.

57.4 It shall be the responsibility of the Contractor to pay EPF/ESI contributions as required under prevailing laws. The Contractor shall bear all such cost and it would be deemed to be included in the Contract Price.

57.5 The employment of child labour is prohibited in the Contract. The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986.

57.6 The Contractor shall ensure that there is no gender bias in engagement of labour and other personnel and shall not make any discrimination against female employees. The Contractor shall comply with the Equal Remuneration Act, 1979 and Maternity Benefit Act, 1961.

57.7 The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and

guidelines. In this context, the Contractor is also required to familiarize himself with Labour Welfare Rules of the state concerned and comply with the provisions of the Building and other Construction Workers (Regulation and Employment & Conditions of Service), Act 1996 and the Cess Act, 1996.

57.8 The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour and welfare laws for his (and his Sub-contractor's) staff and labour.

57.9 The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when directed by the Engineer.

58. Drawings and Photographs of the Works

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

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

59. The Apprentices Act, 1961

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

Contract Data to General Conditions of Contract

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

Clause Reference

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

1. The Employer is [Cl.1.1]

Designation:

Address:

Name of authorized Representative

Telephone No.(s): Office:

Mobile No.:

Facsimile (FAX) No.:

Electronic Mail Identification (E-mail ID):

2. The Engineer is

Designation:

Address: [Cl.1.1]

Telephone No.(s): Office:

Mobile No.:

Facsimile (FAX) No.:

Electronic Mail Identification (E-mail ID):

3. The Intended Completion Date for the whole of the Works is ____ [Cl.1.1, 17&27] months after start of work.

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

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

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

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

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

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

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

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

(vi) The periodicity of routine maintenance activities shall be as follows:

S. No.	Name of Item/ Activity	Frequency of operation in one year
1	<i>Restoration of rain cuts and dressing of berms as per clause 1902 of the Specifications.</i>	<i>Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required).</i>
2	<i>Maintenance of earthen shoulders as per clause 1903 of the Specifications</i>	<i>As and when required.</i>
3	<i>Maintenance of Bituminous surface road and/ or Cement concrete road and/ or gravel road and/ or WBM road including filling pot holes and patch repairs etc as per clause 1904, 1905, 1906 and 1907 of the Specifications respectively.</i>	<i>As and when required.</i>
4	<i>Maintenance of drains as per clause 1908 of the Specifications</i>	<i>Twice (In case of hill roads as and when required).</i>
5	<i>Maintenance of culverts and causeways as per clause 1909 and 1910 of the Specifications</i>	<i>Twice (In case of hill roads as and when required).</i>
6	<i>Maintenance of road signs as per clause 1911 of the Specifications</i>	<i>Maintenance as and when required. Repainting once in every two years.</i>
7	<i>Maintenance of guard rails and parapet rails as per clause 1912 of the Specifications</i>	<i>Maintenance as and when required. Repainting once in a year.</i>
8	<i>Maintenance of 200 m and Kilo Meter stones as per clause 1913 of the Specifications</i>	<i>Maintenance as and when required. Repainting once in a year.</i>

9	<i>White washing guard stones</i>	<i>Twice</i>
10	<i>Re-fixing displaced guard stones</i>	<i>Once</i>
11	<i>Maintenance of road delineators as per Clause 1914 of the Specifications</i>	<i>As and when required</i>
12	<i>Cutting of branches of trees, shrubs and trimming of grass and weeds etc as per clause 1915 of the Specifications</i>	<i>Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required).</i>
13	<i>White washing parapets of CD Works as per Clause 1916 of the Specifications</i>	<i>Once</i>
14	<i>Maintenance of Bio-Engineering works as per Clause 1917 of the Specifications</i>	<i>Regularly, as and when required</i>

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

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

5. The Site is located at kmto km. [Cl.1.1]

6. The Start Date shall be ____ days after the date of issue of the Notice to [Cl.1.1]

Proceed with the work.

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

(b) The Works consist of _____ [Cl.1.1]

_____. The works shall, inter-alia, include the following, as specified or as directed.

Clause Reference

(A) Road Works

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

(B) CD Works including bridges

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

(C) Maintenance and Other Items

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

8. Section completion is [Cl 2.2]

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

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

(b) The language of the Contract documents is _____. [Cl.3.1]

11. The Schedule of Other Contractors is attached. [Cl. 8.1]

12 A. The Technical Personnel for construction work are:
[Cl. 9.2]

Technical Personnel	Number	Experience in Road Works
i). Degree Holder in Civil Engineering		
ii). Diploma Holder in Civil Engineering		

For field testing laboratory ;

Technical Personnel	Number

B. For routine maintenance

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering		
B. Diploma Holder in Civil Engineering		

13(a) Amount and deductible for insurance are:

[Cl. 13.1]

13(b) Amount and deductible for insurance are:

[Cl. 13.3 (a)]

14. Site investigation report [Cl.14.1]

15. The key equipments/ machinery for construction of works shall be:

<i>S. No.</i>	<i>Name of Equipment/ Machinery</i>	<i>Quantity</i>

[Cl. 16.2]

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

Superintending Engineer _____with powers up to _____

Chief Engineer _____with powers up to _____

17. (a) The period for submission of the programme for approval of Engineer [Cl.26.1]

shall be ____ days from the issue of Letter of Acceptance.

(b) The updated programme shall be submitted at interval of ____ days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated [Cl. 26.3]
programme shall be Rs. _____ lakhs.

18. The key equipments for field laboratory shall be:

<i>S. No.</i>	<i>Name of Equipment</i>	<i>Quantity</i>

[Cl. 31.1a]

19. The authorized person to make payments is _____

[Cl.39.2]

20. (a) Milestones to be achieved during the contract period

- (1) $1/8^{\text{th}}$ of the value of entire contract work up to $1/4^{\text{th}}$ of the period allowed for completion of construction
- (2) $3/8^{\text{th}}$ of the value of entire contract work up to $1/2$ of the period allowed for completion of construction
- (3) $3/4^{\text{th}}$ of the value of entire contract work up to $3/4^{\text{th}}$ of the period allowed for completion of construction

- (b) Amount of liquidated damages for
delay in completion of works

For Whole of work
1 percent of the Initial
Contract Price, rounded
off to the nearest
thousand, per week.

(c) Maximum limit of liquidated damages for delay in completion of work. 10 per cent of the Initial Contract Price rounded off to the nearest thousand.
[Cl.44.1]

21. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents, or Fixed Deposit Receipt from a scheduled Commercial bank. [Cl. 46.1]

22. (a) The Schedule of Operating and Maintenance Manuals_____. [Cl.51.1]

(b) The date by which “as-built” drawings (in scale as directed) in 2 sets are [Cl.51.1]

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

23. The amount to be withheld for failing to supply “as-built” drawings [Cl.51.2]
by the date required is Rs. _____ Lakhs.

24. (a) The period for setting up a field laboratory with the prescribed equipment
is _____days from the date of notice to start work
[Cl.52.2 (i)]

(b) The following events shall also be fundamental breach of Contract : [Cl.52.2
(k)]

“The Contractor has contravened Clause 7.1 and Clause 9 of
Part I General Conditions of Contract

25. The percentage to apply to the value of the work not completed
representing the Employer’s additional cost for completing the Works
shall be ___ percent. [Cl.53.1(i)]

Appendix to Part I General Conditions of Contract

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

(a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

(c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

- (i) Pension or family pension on retirement or death as the case may be.
- (ii) Deposit linked insurance on the death in harness of the worker.
- (iii) Payment of P.F. accumulation on retirement/death etc.

(d) **Maternity Benefit Act 1961:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to

contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

(f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

(g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

(i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

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

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

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

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

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

(o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at

the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

Section 4
Conditions of Contract
Part – II Special Conditions of Contract

These conditions vary and add to the Conditions of Contract set out in Part I General
Conditions of Contract

Note: The State Government may refer to Clause 34 of GCC and add here the procedure that it would like to adopt for assessing the performance of the Contractor in execution of works / activities relating to Routine Maintenance for five years post construction.

Section 5

Specifications

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

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

B. For items not covered in the MORD Specifications, the Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Bridge Works (5th Revision) shall be followed.

C. Particular specifications:-

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

(i) MoRD Specifications (1st Revision)

Clauses

(ii) MoRTH Specifications for Road & Bridge Works (5th Revision)

Clauses

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

Section 5 (Cont'd)

Drawings

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

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

List of Drawings:-

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

Section 6

FORM OF BID FOR PART I OF THE BID

Technical Qualification Part I of Bid

The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid.

To [Name of Employer].....

Address [insert address]

.....

Identification Number of Works

Description of Works

Dear.....

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 12, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.

2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.
4. I/we undertake to carry out the works of Routine Maintenance for five years after the completion date as per the rates offered by the Employer in the bid documents.

Authorised Signatory.....

Name and Title of Signatory.....

Name of Bidder

Authorised Address of Communication.....

.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Form of Bid for Part II of the Bid

Technical - Financial Part II of Bid

The Bidder shall fill in and load this form for Part II of Bid separately from the form for Part I of the Bid

To [Name of Employer].....

Address [insert address]

Identification Number of Works

Description of Works

Dear.....

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

4. As mentioned in Part-I of my/our bid, I/we undertake to carry out the works of Routine Maintenance for five years after the Completion Date as per the rates offered by the Employer in the bid document.

Signature of Authorised Signatory

Name and Title of Signatory.....

Name of Bidder

Authorised Address of Communication.....

.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

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FORMAT FOR THE AFFIDAVIT

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

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

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number date issued by (authority inviting bids) for (name and identification of work) are true and correct.
2. *I hereby certify that I have been authorised by (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent

Place:

Date:

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

Section 7

Bill of Quantities

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.

2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued

- (a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and
- (b) at percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor.

2.2 For the routine maintenance of roads, there is lump sum amount for each year of maintenance per km. The payments will be based on satisfactory performance of routine maintenance activities.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.

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

Bill of Quantities for item rate bids

Sl. No.	Description of item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate		Amount
				In figure s	In words	
	Routine Maintenance** after completion of construction works (Lump-sum Amount for each year Per Km.) For 1st year For 2nd year For 3rd Year For 4th Year For 5th Year			<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	

**** The per km amount for each year should be pre-specified by the Authority and the figure inserted here before inviting the Bid.**

Total Bid Price (in figures) -----

(in words) -----

Signature_____

Notes:

(1) The item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer: ITB Clause 13.2 and Part I General Condition of Contract 39.3).

(2) Unit rates and prices shall be quoted by the bidder in Indian rupees [ITB Clause 14.1].

(3) For Routine Maintenance, the unit rate indicated by the Authority shall apply. The Bidder is required to accept these rates. Further, the payment shall be performance based.

Bill of Quantities for Percentage rate bids

S.I No.	SOR No.	Description of item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate		Amount
					In Figures	In words	
		Routine Maintenance** after completion of construction works (Lump-sum Amount for each year Per Km) * For 1st year For 2nd year For 3rd Year For 4th Year For 5th Year					

**** The per km amount for each year should be pre-specified by the Authority and the figure inserted here before inviting the Bid.**

***Employer to fill in the per km amount for maintenance in rate column only**

Signature

Notes:

1. The Schedule of Rate is

2. Wherever there is any discrepancy between the rate entered in the Bill of Quantities and the Schedule of Rates as per Note 1 above, the rate given in the Schedule of Rates will apply.

3. For Routine Maintenance, the unit rate indicated by the Authority shall apply. The Bidder is required to accept these rates. Further, the payment shall be performance based.

Section 8

Standard Forms

Letter of Acceptance and Other Forms

Standard Forms

(a) Letter of Acceptance

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 29 and 30 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

[Letter head paper of the Employer]

[Date]

To:

[Name of the Contractor]

[Address of the Contractor]

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

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

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

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

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

———— (Date)

To

———— (Name and address of the Contractor)

————

————

Dear Sirs:

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

Yours faithfully,

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

Standard Form: Agreement

Agreement

This Agreement, made the _____ day of _____ 20____,
between _____

_____ [name and address of Employer]

(hereinafter called “the Employer”) of the one part, and

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

Whereas the Employer is desirous that the Contractor execute _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to Proceed with the works;
 - iii) Contractor's Bid;
 - iv) Contract Data;
 - v) Special Conditions of Contract and General Conditions of Contract;
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the Contract.

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

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

(d) Form of unconditional Bank Guarantee from Contractor for _____ [To be specified by State]

मैनुअल संख्या-6

लोक प्राधिकारी के पास या उसके नियन्त्रण में उपलब्ध दस्तावेजों का प्रवर्ग। के आधार पर विवरण

लोक प्राधिकारी के नियन्त्रण में निम्न अभिलेख उपलब्ध है जो कार्य दिवस पर कार्यालय में देखे जा सकते हैं या निर्धारित शुल्क देकर प्राप्त किये जा सकते हैं।

प्रधानमंत्री ग्राम सड़क योजना के क्रियान्वयन हेतु:-

- प्रधानमंत्री ग्राम सड़क योजना से सम्बन्धित ग्रामीण विकास मंत्रालय, भारत सरकार द्वारा निर्धारित दिशा निर्देश।
- प्रधानमंत्री ग्राम सड़क योजना के संचालन हेतु निर्धारित विशिष्टताएं।
- प्रधानमंत्री ग्राम सड़क योजना के संचालन हेतु निर्धारित ऑपरेशन मैनुअल।
- प्रधानमंत्री ग्राम सड़क योजना के संचालन हेतु निर्धारित स्टैंडर्ड डाटा बुक जिसके द्वारा कार्य के मदों का मूल्य निर्धारण किया जाता है।
- **रूरल रोड मैनुअल।**
- प्रधानमंत्री ग्राम सड़क योजना के कार्य के गुणवत्ता नियन्त्रण हेतु:-
- क्वालिटी कंट्रोल हैण्ड बुक- गुणवत्ता नियन्त्रण हेतु।
- नेशनल क्वालिटी कंट्रोल मानीटर्स के भ्रमण सम्बन्धी रजिस्टर तथा उनके द्वारा किये गये निरीक्षण आख्या एवं उस पर आवश्यकतानुसार की गयी कार्यवाही का विवरण।
- स्टेट क्वालिटी कंट्रोल मानीटर्स के भ्रमण सम्बन्धी रजिस्टर तथा उनके द्वारा किये गये निरीक्षण आख्या एवं उस पर आवश्यकतानुसार की गयी कार्यवाही का विवरण।

प्रधानमंत्री ग्राम सड़क योजना के क्रियान्वयन में प्राप्त व्यय की गयी धनराशि का ब्यौरा हेतु:-

- एकाउन्ट्स मैनुअल जिसके अनुसार भारत सरकार से तथा प्रदेश सरकार से प्राप्त एवं व्यय की गयी धनराशि का संचालन की प्रक्रिया निर्धारित है, की प्रति।
- प्रोग्राम फण्ड, एडमिनिस्ट्रेटिव फण्ड एवं स्टेट फण्ड के संचालन हेतु अलग अलग कैश बुक।
- प्रोग्राम फण्ड एवं एडमिनिस्ट्रेटिव फण्ड से सम्बन्धित बैंक एकाउन्टेन्ट से भुगतान करने हेतु पी0आई0यू0 को चैक बुक निर्गत करने सम्बन्धी रजिस्टर।

यू0आर0आर0डी0ए0 के अधीन कन्सल्टेन्ट के माध्यम से प्रधानमंत्री ग्राम सड़क योजना फेज द्वितीय के कार्यों से सम्बन्धित दस्तावेजः—

- प्रोग्राम फण्ड, एडमिनिस्ट्रेटिव फण्ड एवं स्टेट फण्ड के संचालन हेतु अलग अलग कैश बुक।
- लेजर (क्रेडिट एवं डेबिट) डिपोजिट, रजिस्टर, अग्रिम प्रकीर्ण रजिस्टर मासिक लेखा—बाउचर्स एवं स्टेट फण्ड से सम्बन्धित बैंक एकाउन्ट पासबुक।
- निविदा प्रपत्र विक्रय सम्बन्धी रजिस्टर, यू0आर0आर0डी0ए0 स्तर पर आमन्त्रित निविदाओं से सम्बन्धित निविदा प्रपत्र विक्रय का विवरण।
- फेज—द्वितीय के पूर्ण हुए कार्यों की माप पुस्तिकाएं तथा समस्त माप पुस्तिकाओं के मुवमेन्ट का रजिस्टर।
- फेज—द्वितीय के कार्यों से सम्बन्धित अनुबन्ध रजिस्टर, यू0आर0आर0डी0ए0 द्वारा निष्पादित अनुबन्धों का विवरण।
- फेज—द्वितीय के निर्माण कार्यों से सम्बन्धित मूल अनुबन्ध एवं इनसे सम्बन्धित पत्राचार एवं भुगतान की पत्रावलियां।
- फेज तृतीय व चतुर्थ के मार्गों के सर्वे एवं डी0पी0आर0 से सम्बन्धित मूल अनुबन्ध एवं इन अनुबन्धों की पत्राचार एवं भुगतान की पत्रावलियां।
- फेज— तृतीय के कार्यों से सम्बन्धित डी0पी0आर0 एवं पूर्ण हुए मार्गों के कम्प्लीशन प्लान तथा एल0 सेक्शन।

उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण द्वारा धनराशि का आय व्यय का विवरण भारत सरकार द्वारा निर्धारित एकाउन्ट्स मैनुअल के अनुसार रखा जाता है।

कार्यालय कार्य संचालन हेतु रजिस्टरः—

- पत्रावलियों का इन्डैक्स रजिस्टर, एस0पी0एस0 रजिस्टर, डायरी एवं डिस्पैच रजिस्टर।
- उपस्थिति पंजिका, अवकाश रजिस्टर, वार्षिक वेतन वृद्धि रजिस्टर, कार्यालय ज्ञाप रजिस्टर।
- वेतन बीजक रजिस्टर (प्रतिनियुक्ति पर तैनात अधिकारी/ कर्मचारी एवं संविदा पर कार्यरत कर्मचारियों का वेतन बीजक रजिस्टर।

कार्यालय कार्य संचालन हेतु पत्रावलियांः—

- पी0एम0जी0एस0वाई0 के संचालन हेतु दिशा निर्देश पत्रावलियां— लेखा प्रक्रिया, ओ0एम0एम0एस0 कोर नेटवर्क, ग्रामीण सडक क्वालिटी कन्ट्रोल एवं वन भूमि गजट आदि।
- यू0आर0आर0डी0ए0 के संचालन हेतु व्यवस्थापना सम्बन्धी पत्रावलियां रूल्स एण्ड रेगुलेशन गठन एवं नवीन व्यवस्था, स्टेट लेवल स्टैण्डिंग कमेटी गठन , स्टेट क्वालिटी कन्ट्रोल मानीटर्स चयन, जिलाधिकारियों एवं जिला विकास अधिकारियों की भागीदारी, प्रतिनियुक्ति पर तैनात अधिकारियों/ कर्मचारियों से सम्बन्धित पत्रावलियां, संविदा पर कार्मिकों की तैनाती विषयक पत्रावलियां , स्टेशनरी क्रय, वाहन की व्यवस्था, टेलीफोन/ मोबाईल की व्यवस्था/ फर्नीचर आदि की व्यवस्था।
- यू0आर0आर0डी0ए0 के अन्तर्गत निर्माण एजेन्सी सूचना विज्ञापन/ प्रकाशन, कन्सलटेन्ट एजेन्सी, सर्वेक्षण एजेन्सी, मास्टर प्लान कोर नेटवर्क एवं सर्वेक्षण डी0पी0आर0 आदि के चयन विषयक पत्रावलियां।

यू0आर0आर0डी0ए0 के अन्तर्गत मार्गों के प्रस्ताव एवं स्वीकृति हेतु

- माननीय सांसदों के प्रस्ताव, भारत सरकार द्वारा निर्धारित दिशा निर्देश के अनुसार मुख्य विकास अधिकारियों/ जिलाधिकारियों से प्राप्त जिला परिषद द्वारा अनुमोदित प्रस्ताव, एस0टी0ए0 रूडकी द्वारा डी0पी0आर0/ पैकेज को स्कूटनाइज करना तथा भारत सरकार द्वारा विभिन्न फेजों के प्रस्तावों के अनुमोदन विषयक पत्रावलियां।

वन भूमि प्रस्ताव/ स्वीकृति के सम्बन्ध में पत्राचार।

मार्गों का सर्वेक्षण, समरंखण, डी0पी0आर0 तैयार करना, कोर नेटवर्क, निजी भूमि प्रस्ताव आदि से सम्बन्धित पत्रावलियां।

भूमि पूजन/ शिलान्यास/ उद्घाटन एवं मार्गों पर साईन बोर्ड आदि लगाये जाने से सम्बन्धित पत्रावलियां।

पी0एम0जी0एस0वाई0 के क्रियान्वयन हेतु पत्रावलियां।

- बिड डाक्यूमेन्ट निविदा स्वीकृति विषयक पत्रावली, अनुबन्ध की प्रतिभूति, आयकर, व्यापार कर, रायल्टी आदि की कटौती एवं सम्बन्धित विभागों को भुगतान विषयक पत्रावलियां।

यू0आर0आर0डी0ए0 के अन्तर्गत भुगतान विषयक पत्रावलियां ।

- अधिकारियों/ कर्मचारियों के वेतन एवं अन्य देयकों का भुगतान, कन्सल्टेन्ट को भुगतान, वन भूमि क्षतिपूरक वृक्षारोपण शासकीय सम्पत्ति प्रतिकर, निजी भूमि, निजी सम्पत्ति प्रतिकर, वाहन, लेखन सामग्री, यात्रा भत्ता, कार्यालय किराया, स्टेट क्वालिटी मानीटर यात्रा भत्ता, डाक टिकट , मानदेय आदि सम्बन्धी भुगतान विषयक पत्रावलियां ।

यू0आर0आर0डी0ए0 के अन्तर्गत बैठक विषयक पत्रावलियां ।

- प्रधानमंत्री ग्राम सड़क योजना के सम्बन्ध में मा0 ग्रामीण विकास मंत्री भारत सरकार एवं अन्य केन्द्रीय उच्च अधिकारियों द्वारा ली जाने वाली बैठके, इम्पावर्ड कमेटी, स्टेट लेवल स्टैण्डिंग कमेटी, यू0आर0आर0डी0ए0 की गर्वनिंग बाडी, मुख्य सचिव प्रमुख सचिव एवं सचिव स्तरीय बैठक ।

प्रधानमंत्री ग्राम सड़क योजना के कार्यों से सम्बन्धित प्रगति आख्या विषयक पत्रावलियां

- लोक निर्माण विभाग एवं यू0आई0डी0पी0 से प्राप्त मासिक प्रगति आख्या संकलित कर भारत सरकार, महामहिम राज्यपाल, निदेशालय आदि को मासिक प्रगति आख्या एवं भारत सरकार को त्रैमासिक प्रगति आख्या का प्रेषण ।

प्रधानमंत्री ग्राम सड़क योजना के अन्तर्गत निर्माणाधीन कार्यों का निरीक्षण:—

- यू0आर0आर0डी0ए0 के अधिकारियों, जनपद स्तर अधिकारियों, भारत सरकार एवं राज्य सरकार के उच्च अधिकारियों द्वारा पी0एम0जी0एस0वाई0 के अन्तर्गत निर्माणाधीन कार्यों का निरीक्षण एवं समीक्षा ।

यू0आर0आर0डी0ए0 के अन्तर्गत आयोजित प्रशिक्षण कार्यक्रम विषयक पत्रावलियां

- मास्टर प्लान/ कोर नेटवर्क, ओ0एम0एम0एस0, ग्रामीण मार्ग प्रशिक्षण, जियोइन्फ्रामैटिक एप्लीकेशन पर प्रशिक्षण, पी0आई0यू0 से सम्बन्धित प्रशिक्षण एवं लेखा सम्बन्धी प्रशिक्षण विषयक पत्रावलियां ।

प्रधानमंत्री ग्राम सड़क योजना के अन्तर्गत निर्माणाधीन कार्यों का गुणवत्ता नियन्त्रण विषयक एवं सामान्य पत्रावलियां:—

- नेशनल क्वालिटी मानीटर्स का भ्रमण कार्यक्रम, कार्यों का निरीक्षण तथा निरीक्षण आख्या पर कृत कार्यवाही एवं भारत सरकार को कृत कार्यवाही की सूचना का प्रेषण । स्टेट

क्वालिटी मानीटर्स के भ्रमण कार्यक्रम, कार्यों का निरीक्षण तथा निरीक्षण आख्या पर कृत कार्यवाही विषयक पत्रावलियां।

- यू0आर0आर0डी0ए0 के अन्तर्गत न्यायालय एवं आर्बीटेशन प्रकरण, राज्य सभा/ विधान सभा प्रश्न एवं शिकायत आदि सम्बन्धी पत्रावलियां।

मैनुअल संख्या-7

नीति निर्धारण व कार्यों के सम्बन्ध में जनता/ जनप्रतिनिधियों से परामर्श के लिए बनायी गयी व्यवस्था का विवरण

उत्तराखण्ड ग्रामीण सडक विकास अभिकरण में यद्यपि नीति निर्धारण कार्यान्वयन के सम्बन्ध में जनता/जन प्रतिनिधियों से परामर्श हेतु किसी प्रकार की सीधी व्यवस्था नहीं है। परन्तु योजना के क्रियान्वयन एवं कार्यान्वयन के सम्बन्ध में ग्रामीण विकास विभाग भारत सरकार के निर्देशानुसार जनपदवार मार्गों का कोर नेटवर्क बनाकर सम्बन्धित जिला पंचायतों से अनुमोदन करवाकर मार्गों का चयन ग्रामों की आबादी की वरीयता के आधार में नहीं आ पाया हो तथा इस सम्बन्ध में माननीय सांसद/ विधायक, जनता अथवा जनप्रतिनिधि आदि से प्राप्त प्रस्ताव प्रधानमंत्री ग्राम सडक योजना के दिशा निर्देशों के अनुसार परीक्षण करवाया जाता है, तथा दिशा निर्देशों के अनुरूप पाये जाने पर तदनुसार सूचियों में संशोधन/संयोजन पर लिया जाता है।

मैनुअल संख्या-8

बोर्ड, परिषदो, समितियो, अन्य निकायो का विवरण

शून्य

मैनुअल संख्या-9

अधिकारियों/ कर्मचारियों की निर्देशिका

उत्तराखण्ड सडक विकास अभिकरण में कार्यरत अधिकारियों/ कर्मचारियों का विवरण निम्न प्रकार है:-

क्र०सं०	नाम	पदनाम	एस०टी०डी० कोड	दूरभाष		फैक्स	ई०मेल	पता
				कार्यालय	आवास मोबाईल			
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मैनुअल संख्या-10

उत्तराखण्ड ग्रामीण सडक विकास अभिकरण में तैनात अधिकारियों /
कर्मचारियों द्वारा प्राप्त मासिक पारिश्रमिक और उसके निर्धारण की पद्धति

क्र०सं०	नाम	पद नाम	मासिक पारिश्रमिक	पारितोषिक भत्ता	पारिश्रमिक के निर्धारण की पद्धति में दी गई हो
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मैनुअल संख्या-11

अभिकरण को आवंटित बजट

प्रधानमंत्री ग्राम सड़क योजना के अन्तर्गत ग्रामीण अंसयोजित बसावटों को सर्वेच्छतु मार्गों से संयोजित करने हेतु मार्गों के निर्माण के लिए धनराशि ग्रामीणव विकास विभाग भारत सरकार अवमुक्त की जाती है तथा मार्गों के संरेखण में आने वाली निजी भूमि, वन भूमि सम्बन्धित प्रतिकर, एनपीवी एवं प्रशासनिक व्यय इत्यादि पर होने वाले व्यय हेतु धनराशि राज्य सरकार द्वारा अवमुक्त की जाती है।

प्रधानमंत्री ग्राम सड़क योजना।

- 1 प्रोग्राम फण्ड के अन्तर्गत भारत सरकार से प्राप्त धनराशि एवं व्यय का वर्षवार विवरण—

फेज	वित्तीय प्रगति (करोड रू० में)							भौतिक प्रगति (लं० कि०मी० में)						
	2001-04	2002-03	2003-04	2004-05	2005-06	2007 ये 31.10.07	योग	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	योग
फेज -I	20.04	23.98	8.62	3.18	1.41	0.31	57.54	—	147.69	125.75	16.57	8.95	—	298.96
फेज -II	0.00	15.01	23.72	22.82	15.01	10.31	86.87	—	—	46.24	73.21	79.37	52.95	251.77
फेज -III	0.00	0.00	0.00	0.00	10.60	13.17	23.77	—	—	—	—	4.29	24.94	29.23
फेज -IV	0.00	0.00	0.00	0.00	1.53	24.02	25.55	—	—	—	—	—	—	—
योग	20.04	38.99	32.34	26.00	28.55	47.81	193.73	—	147.69	171.99	89.78	92.61	77.89	579.96

- 2 स्टेट फण्ड के अन्तर्गत राज्य सरकार से प्राप्त धनराशि एवं व्यय का वर्षवार विवरण:—

S.No	Year	Amount Received (Rs in Lakh)	Expenditure (Rs in Lakh)
1	2000-01	0.00	0.00
2	2001-02	0.00	0.00
3	2002-03	525.85	237.23
4	2003-04	2200.00	1470.65
5	2004-05	2200.00	1470.65
6	2005-06	2199.99	3055.23
7	2006-07	3840.00	3902.68

- 3 एडमिनिस्ट्रेटिव फण्ड के अन्तर्गत भारत सरकार से प्राप्त धनराशि एवं व्यय का वर्षवार विवरण:—

S.No	Year	Grant Received (Rs in Lakh)	Expenditure (Rs in Lakh)
1	2002-03	20.10	9.34
2	2003-04	-	10.36
3	2004-05	69.15	12.38
4	2005-06	-	10.85

मैनुअल संख्या-12

अनुदान / राज्य सहायता कार्यक्रमों की क्रियान्वयन की रीति
शून्य

मैनुअल संख्या-13

रियायतों, अनुज्ञापत्रों तथा प्राधिकारों के प्राप्तिकर्ताओं के सम्बन्ध में विवरण
शून्य

मैनुअल संख्या- 14

इलेक्ट्रॉनिक रूप में उपलब्ध सूचनाएं

प्रधानमंत्री ग्राम सड़क योजना के क्रियान्वयन से सम्बन्धित सभी सूचनाएं , ऑनलाईन पीएमजीएसवाई की वेबसाइट www.pmgsonline.nic.in पर भी उपलब्ध रहती है जिसमें कार्यक्रम से सम्बन्धित दिशा निर्देश, सकुलर , प्रगति विवरण , ग्रामीण मार्गों का कोरनेटवर्क रूरल कनेक्टिविटी स्टेटस, Comprehensive New connectively Priority List एवं अन्य विवरण अधरतन उपलब्ध रहते हैं।

मैनुअल संख्या-15

सूचना प्राप्त करने के लिए नागरिकों को उपलब्ध सूचनाओं का विवरण

प्रधानमंत्री ग्राम सड़क, योजना के क्रियान्वयन से सम्बन्धित सभी सूचनाएं जैसे दिशा निर्देश, सर्कुलर, शासनादेश, नियमावली, कोर नेटवर्क, ग्रामीण संयोजकता की स्थिति, प्रगति विवरण एवं मार्गों की सूची आदि समस्त विवरण कार्यालय अवधि में कार्यालय पर देखे जा सकते हैं इ सके अतिरिक्त यह सभी सूचनाएं पी0एम0जी0एस0वाई0 की वेबसाइट www.pmgsonline.nic.in पर भी उपलब्ध रहती है।

मैनुअल संख्या-16

लोक सूचना अधिकारियों के नाम, पदनाम एवं अन्य
विशिष्टियां

क्र०सं०	नाम	पदनाम	दूरभाष / ई मेल	आवास	पता
1					
2					