

GOVT. OF RAJASTHAN
Department of Local Self Government
MUNICIPAL CORPORATION KOTA

TENDER DOCUMENT

FINANCIAL BID

NAME OF WORK	: <u>IHSDP Package C-3.</u> <u>CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project</u>
ESTIMATE COST	: Rs. 74.26 Lacs
EARNEST MONEY	: Rs. 148520.00
DATE OF SALE OF TENDER	: 28.6.2010 to 30.6.2010 (upto 3.00 pm)
DATE OF RECEIPT OF TENDER	: 5.7.10 (upto 5.00 pm)
DATE AND TIME OF OPENING OF TECHNICAL BID	: 6.7.10 (at 11.00 am)
DATE AND TIME OF OPENING OF FINANCIL BID	: 14.7.10 (At 4.00 pm)
COMPLETION PERIOD	: 12 MONTHS (Twelve MONTHS)
BSR	: PWD BSR 2005 KOTA circle
NAME OF CONTRACTOR	: ----- ----- -----
C.E.O. MUNICIPAL CORPORATION KOTA	COST : 1000/- (Rs. One Thousands Only)

GOVT. OF RAJASTHAN**Department of Local Self Government****MUNICIPAL CORPORATION KOTA****TENDER DOCUMENT****TECHNICAL BID**

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8	1.19.2	P&F close timbering in trenches including strutting, shoring & packing cavities (wherever required) etc complete depth exceeding 1.5m but not exceeding 3 m	1190	sqm	39	46410
9	1.8&1.11	Excavation in foundation trenches of drains including dressing of sides and ramming of bottoms, lift upto 1.5 mtr. Including of taking out the excavated soil and depositing and jhiri,with watering and ramming and disposal of surplus excavated soil as directed within a lead of 50 mtrs including stacking of useful material available.[Add extra for excavation in saturated soil where pumping bailing out of water is required, including shoring strutting where required and dewatering	2771.9	cum	45.6	126399
10	1.9.1 & 1.11	Excavation in foundation trenches of drains including dressing of sides and ramming of bottoms, lift upto 1.5 mtr. Including of taking out the excavated soil and depositing and jhiri,with watering and ramming and disposal of surplus excavated soil as directed within a lead of 50 mtrs including stacking of useful material available.[Add extra for excavation in saturated soil where pumping bailing out of water is required, including shoring strutting where required and dewatering Ordinary Rock	1319.95	cum	118.8	156810
11	1.9.3 & 1.11	Excavation in foundation trenches of drains including dressing of sides and ramming of bottoms, lift upto 1.5 mtr. Including of taking out the excavated soil and depositing and jhiri,with watering and ramming and disposal of surplus excavated soil as directed within a lead of 50 mtrs including stacking of useful material available.[Add extra for excavation in saturated soil where pumping bailing out of water is required, including shoring strutting where required and dewatering	145.2	cum	236.4	34325
		Hard rock (blasting prohibited) useful material 30%				
12	3.2.7	Providing & laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering All work up to plinth level	72.6	cum	1130	82038
		1:4:8 (1 cement:4 coarse sand: 8 graded stone aggregate 40 mm nominal size).				
13	11.44	Random rubble dry stone kharanja under floor	1162.88	cum	250	290720
14	3.2.6	Providing & laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering All work up to plinth level	748.05	cum	1230	920102

		1:3:6 (1 cement:3 coarse sand: 6 graded stone aggregate 40 mm nominal size).				
15	4.11	Centering & shuttering with plywood or steel sheets including strutting, propping, bracing both ways and removal of form work for foundation in basement rafts, footings, strap beams, bases of column up to plinth level	2463	sqm	53	130539
16	6.1.7	Random rubble masonry for foundation & plinth in CSM above 30 cm thick walls in: CM 1:6	2768.13	cum	770	2131456
17	3.2.2	Providing & laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering All work up to plinth level	324.375	cum	1720	557925
		1:1.5:3 (1 cement:1.5 coarse sand: 3 graded stone aggregate 20 mm nominal size)				
18	12.9.3	Cement plaster on new surface on wall in cement sand mortar 1:6 including raking of joints etc. complete fine finish 12mm thick.	3005	sqm	40	120200
19	12.9.3& 12.18	Cement plaster on new surface on wall in cement sand mortar 1:4 including raking of joints etc. complete fine finish 12mm thick. Add 20 % extra for plaster done over celing	220	sqm	54	11880
20	Item No.4.1.3	Providing & laying in position specified grade of reinforced concrete including curing, compaction, finishing with rendering in cement sand Mortar 1:3 (1 cement: 3 coarse sand) and making good the joints, excluding cost of centering and shuttering and reinforcement. All work upto plinth level				
		1:2:4 (1 cement:2 coarse sand: 4 graded stone aggregate 20 mm nominal size)	89.175	cum	1664	148387
21	Item No.4.1.2	Providing & laying in position specified grade of reinforced concrete including curing, compaction, finishing with rendering in cement sand Mortar 1:3 (1 cement: 3 coarse sand) and making good the joints, excluding cost of centering and shuttering and reinforcement. All work upto plinth level				
		1:1.5:3 (1 cement:1.5 coarse sand: 3 graded stone aggregate 20 mm nominal size)	303.6	cum	1860	564696
22	4.3.1	Providing & laying in position specified grade of reinforced concrete including curing, compaction, finishing with rendering in cement sand Mortar 1:3 (1 cement: 3 coarse sand) and making good the joints, excluding cost of centering and shuttering and reinforcement. All work upto floor three level				
		1:1.5:3 (1 cement:1.5 coarse sand: 3 graded stone aggregate 20 mm nominal size)	139.15	cum	1997	277883

23	4.13.2	Providing & fabricating steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding complete including cost of binding wire all complete upto floor three level . Hot rolled deformed (IS : 1139) cold twisted (IS:1786) bars.	44795.5	Kg	31	1388661
24	Item No. 12.36	Pointing on stone masonry in cement sand mortar 1 : 3 (1 cement : 3 sand) : flush or ruled	3728.5	sqm	21	78299
25	1998/5.7 & 5.8.3	Supplying & filling of empty cement bags either of plastic or juet, with earth available at site of weight not less than 40 Kg including excavation etc complete	13843	nos bag	10.5	145352
26	4.19	Providing , hoisting & fixing up to floor three level precast reinforced concrete in lintel beams and bressumers including seetting in cement mortar 1:3 (1 cement:3 coarse sand) cost of required centering, shuttering and finishing smooth with 6 mm thick cement plaster 1:3 (1cement:3 fine sand) on exposed surface complete but excluding the cost of reinforcemetnt with 1:2:4 (1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size)	12.2213	cum	2398	29307
27	Item No. 1.33	Filling in plinth with locally available river shingle under floors including watering ramming consolidating and dressing complete including cost of shingle sand.	107	cum	250	26750
				TOTAL		7426577

Notes :-

- 1 Conditional tender shall not be accepted.
- 2 The Schedule has been prepared on the basis of PWD BSR 2005 KOTA Circle. In case of any typographical error/ misprint in nomenclature and rate same be treated as final as per the said BSR.
- 3 Defect liability period shall be five year after the date of completion
- 4 Contractor is bound to agree with the special condition of the contract along with the tender documents.

Executive Engineer
Municipal Corporation Kota

C.E.O.
Municipal Corporation
Kota

I/we hereby agree to execute the above work @

----- % above / below (in figures)

----- % above / below (in words)

Signature of the Bidder

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**Section 6
Form of Bid**

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.
_____ [Date]

To **The CEO**

Address **MUNICIPAL CORPORATION KOTA**

Description of the Works : **IHSDP Package C-3.**
CONSTRUCTION OF WASTE WATER DRAINS IN the
SLUM AREA OF KOTA ULB under IHSDP Project

Identification Number of the Works

1. I/ We offer to execute the works described above and remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for

Percentage Rate contract @ _____ (In Figures)
_____ (In Words)

Percentage Below/Percentage Above at par with the rates entered in the schedule of rates, as referred to in Clause 13 of ITB .

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Authorised _____ Address _____ of _____ communication _____

Telephone No. (s) : Office : _____

Mobile No. : _____

Facsimile (Fax) No. _____

Electronic Mail Identification (E-mail ID) : _____

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 works, 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. Arithmetic errors will be corrected by the Employer pursuant to Clause 26 of the Instructions to Bidders.
5. When percentage rate tenders are invited, the Bill of Quantities will show in the bidding documents the rates used for different items.

ABSTRACT OF BID COST

1. "G" Schedule Amount:

**Rs. 7426577/- (Rupees Seventy Four Lacs
Twenty Six Thousand Five hundred & Seventy
Seven Only)**

Add / Less : T.P. @ _____ above/below.

Net total of Part -I : (in figure) _____

(in Words) _____

Signature of Contractor -----

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) Where there is a discrepancy between the rate in figures and words, the rates in words will govern. [ITB Clause 26.1(a)]
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 26.1 (b)].

NAME OF WORK : **IHSDP Package C-3.** :
CONSTRUCTION OF WASTE WATER DRAINS IN the
SLUM AREA OF KOTA ULB under IHSDP Project

CERTIFICATE FOR CORRECTNESS OF 'G' SCHEDULE

Certified that I have checked 'G' Schedule of above **Package IHSDP Package C-3** as per P.W.D. BSR 2005 of KOTA for Building Works and found correct. (Any correction if found, may be paid as per PWD BSR).

Executive Engineer
MUNICIPAL CORPORATION KOTA

Section 8

Letter of Acceptance and Other Forms

Standard Forms

(a) Letter of Acceptance

Notes on Standard Form of Letter of Acceptance
The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.
<i>[Letterhead paper of the Employer]</i>

[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

Deleted: ¶

_____ *[amount in figures and words]* as corrected and modified* in

accordance with the Instructions to Bidders 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 27.3 and clause 27.4,) *[where applicable]* in the form detailed in Cl. 32 of ITB for an amount of Rs. _____ within 10 days of the

receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Cl. 32.3 of ITB will be taken.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

* Delete “corrected and” or “and modified” if only one of these action applies. Delete “as corrected and modified in accordance with the Instruction to Bidders” if corrections or modifications have not been effected.

(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 32.1 and signing of the contract for the construction of _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

(c) Standard Form of Agreement

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

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____ 20_____, between _____

_____ [name and address of Employer] (hereinafter called "the Employer") of the one part, and _____

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

Whereas the Employer is desirous that the Contractor execute _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

IHSDP Kota Package C-3/Tech Bid

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

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

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

(d) Form of unconditional Bank guarantee from Contractors for

_____ [To be specified by State]

As Enclosed

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute [name of Contract and brief description of Works] (hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Architect such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] ¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

The Guarantor shall insert an amount, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

PERFORMANCE BANK GUARANTEE (for unbalanced items)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute [name of Contract and brief description of Works] (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Architect such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] ¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] ¹ as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until. (i.e.) 28 days from the date of issue of the certificate of completion of works.

Signature and Seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

An amount shall be inserted by the Guarantor, representing additional security for unbalanced Bids, if any and denominated in Indian Rupees.

MUNICIPAL CORPORATION, KOTA

AGREEMENT NO. :

Year : 2010-11

Division : KOTA

Name of Work: **IHSDP Package C-3. : CONSTRUCTION OF WASTE
WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP
Project**

Name of Contractor:
.....

**CONTRACT FOR WORK
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF
CONTRACTORS**

1. All worked, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the CEO or other duly authorized Engineer, The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenders and the percentage, if any, to be deducted from bills/. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the CEO or other duly authorized Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney, authorizing, him to do so. Such Power of Attorney will be submitted with the tender and it must disclose that the firm, is duly registered under the Indian Partnership Act, by submitting the copy of the registration certificate.
3. Receipts for payments, made on account of a work then executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/ scheduled rates shall be mentioned. Tenders which propose any alteration in the work, specified in the said form of invitation of tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.
5. The CEO or other duly authorized Engineer will open the tenders in the presence of any contractor (s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders (Form RPWA 20A). In the event of the tender being accepted, a receipt for the earnest money deposited shall be given to the Contractors, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.
6. The CEO or other duly authorized Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered as an acknowledgement of payment to the CEO or other duly authorized Engineer.
8. The memorandum of work tendered for, memorandum of materials and tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the CEO or duly authorized Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under Official Secrets Act for maintaining secrecy of the tender documents, drawings or other record connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawing given to them.

Declaration:

"I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret, confidential documents and shall not communicate information

derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same”.

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage Rate below or above estimated/scheduled rates, will be summarily rejected. However, if a tenderer voluntarily offers a for payment within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative (s) of the Contractor (with a photograph signature attested), who would be responsible for taking instructions form the Engineer in charge, shall communicated to the Engineer in charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A,B and C and D of the Conditions of Contract Deductions of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.
14. The tender to work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.
15. If on check there are discrepancies the following procedure shall be followed.
 - (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be take as valid and correct rate.
 - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such times will be taken into account while preparing comparative statement and contractor shall be Bound to execute such item on 'G' Schedule rates.
 - (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961 and the rules and orders issued there under, from time to time. If he fails to do so, his failure will be a breach of the contract and original sanctioning authority in his discretion may cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.

17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.
18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
19. The Tender documents show already the specific terms and conditions on which tenders are required by the Government. Hence all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initiated. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm, as such conditional tenders are liable to be rejected.
20. The tender, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
21. The CEO or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called up on to do so, does not submit within seven days of written order to do so, the Engineer-in-Charge shall be at liberty to forfeit the said earnest money absolutely.
22. The Contractor shall submit the list of the works, which are in hand (progress). In the following form :-

Name of work	Name & Particulars of the Sub Division/Division, where work is being executed	Amount of Work	Position of works in progress	Remarks

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well

as in words. In case a contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.

24. All additions, deletions, corrections and overwriting, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested at the time of execution of Agreement.
26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering if addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.
27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
28.
 - (a) If a tender reduces the rates voluntarily after opening of tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.
 - (b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

Tender for works

I/We hereby tender for the Execution for the Governor of the State of Rajasthan of **IHSDP Package C-3. : CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project** for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at Lump Sum Amount of Rs. (in Figures) Rs. (In Words) specified in the Schedule attached in Tender Document.. (Amount may be kept blank). I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & Plant, conditions effecting accommodation and movement of labour etc required for the satisfactory execution of contract.

Memorandum

General description of work :- **IHSDP Package C-3. : CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project** as per details in "Scope of Work" and Specification for Works.

- (a) Estimated cost : **Rs 74.26 Lacs**
- (b) Earnest money : **Rs 148520** @ 2% for enlisted contractors outside their zone of enlistment and **Rs** @1/2% within their zone of enlistment
- (c) Security Deposit :
- (i) "The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposit shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.
- A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills."
- If the contractor during the course of execution of the work or after completion of the work desires to replace the security deposit paid in cash or deducted from running bills by bank guarantee, he may be allowed to furnish a bank guarantee in the prescribed form for the required amount and period and after accepting of such bank guarantee the amount of such security deposit earlier deposited/deducted may be refunded.
- (ii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.
- (d) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is 12 months. Should this tender be accepted in whole or in Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the detailed notice for technical and financial bids, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.
- A sum of Rs.lacs is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be

IHSDP Kota Package C-3/Tech Bid

forfeited to the Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his office, should I/We fail to commence the work specified in the above memorandum.

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date

The above tender is hereby accepted by me on behalf of the Governor of Rajasthan

Dated the

MAYOR
MUNICIPAL CORPORATION KOTA

CEO/ Engineer-in-charge
MUNICIPAL CORPORATION KOTA

("Copy of appendix XI of PWF&AR, Govt. of Rajasthan effective from 01.07.99 and subsequent addendum dated 19.03.2001 & 29.03.2001 and other amendments up to date. In case of any typographical error or omission or alteration the original version of the same shall be valid.")

GENERAL CONDITIONS OF CONTRACT

Clause 1 : Security Deposit

"The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills."

If the contractor during the course of execution of the work or after completion of the work desires to replace the security deposit paid in cash or deducted from running bills by bank guarantee, he may be allowed to furnish a bank guarantee in the prescribed form for the required amount and period and after accepting of such bank guarantee the amount of such security deposit earlier deposited/deducted may be refunded.

All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalized/Scheduled Bank is furnished by the Contractor to the Government, as part of the Security Deposit and the bank goes into liquidation or, for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand, furnish additional security to the Government to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-Charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Government shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the Guarantee Bond.

IHSDP Kota Package C-3/Tech Bid

The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid upto the specified date unless extended on demand by the Engineer-in-Charge which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Contractor, the CEO or duly authorised Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

Government is not concerned with any interest accruing to the Contractor on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. These will be the matters between the Bank and the Contractor.

Clause 2 : Compensation for delay

The time allowed for carrying out the work (12 months), as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work is given to the Contractor. If the Contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-Charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of work before 3/4th of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below: -

A.	Time Span of full stipulated period	1/4 th	1/2 th	3/4 th	Full
B.	Work to be completed in terms of money	1/8 th (Rs.)	3/8 th (Rs.)	3/4 th (Rs.)	Full (Rs.)
C.	Compensation payable by the contractor for delay attributable to contractor at the stage of :	Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted Delay exceeding one fourth period but not exceeding half of the prescribed time span – 5% of the work remained unexecuted. Delay exceeding half of the prescribed but not exceeding three fourth of the time span – 7.5% of the work remained unexecuted Delay exceeding three fourth of the prescribed time span – 10% of the work remained unexecuted			

Note:- In case delayed period over a particular span is split up and is jointly attributable to Government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

Following illustrations is given:-

(i) First time span is 6 months, delay is of 30 days which is split over as under:-
 5 days (attributable to Government) + 5 days (attributable to contractor) + 5 days (attributable to Government) + 5 days (attributable to contractor) + 5 days (attributable to Government) + 5 days (attributable to contractor)
 Total delay is thus clubbed to 15 days (attributable to Government) and 15 days (attributable to contractor).

The normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as $2.5 \times 15 / 30 = 1.25\%$ over 30 days without any escalation by competent authority.

Note : The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10 percent of the total value of the work.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The Price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The Engineer-in-Charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

Clause 3 : Risk & Cost Clause

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the Contract in any of the following cases:

- (i) If the Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,
- (ii) If the Contractor, being a company, shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order,
- (iii) If the contractor commits breach of any of the terms and conditions of this Contract,
- (iv) (iv) If the contractor commits any acts mentioned in, clause 19 thereof.
- (v) When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the Governor of Rajasthan shall have powers: -
 - (a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.
 - (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Divisional Officer, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that; if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, the difference shall

not be paid to the Contractor.

- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4 : Contractor remains liable to pay compensation, if action not taken under clause 3

- (i) In any case in which any of the powers conferred by clause 3 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit /Earnest Money/Enlistment security and the liability of the Contractor for past and future compensation shall remain unaffected.

Powers to take possession of, or require removal, sale of Contractor's plant

- (i) In the event of the Engineer-in-Charge putting in force, powers vested in him under the preceding Clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the CEO or duly authorized Engineer (whose certificate thereof, shall be final and conclusive), otherwise the Engineer-in-Charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any requisition, the CEO or other duly authorized Engineer may remove them at the contractor's expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the CEO or other duly authorized Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Clause 5 : Extension of time

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-Charge within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

Clause 5 A : Monthly Return of Extra Claims

Contractor has to submit a return every month for any work claimed as extra. The Contractor shall deliver the return in the office of the Executive Engineer and obtain Receipt Number of the Receipt

Register of the day on or before 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in the District for the time being. The contractor shall be deemed to have waived all claims, not included in such return, and will have no right to enforce any such claims not included, whatsoever be the circumstances.

Clause 6 : Final Certificate

On completion of the work, the contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Governor and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

Within thirty days of the receipt of the notice, Engineer-in-charge shall inspect the work and if there is no visible defects on the face of the work, shall give the Contractor, a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed.

Clause 7 : Payment of Intermediate Certificate to be regarded as advance

No payments shall be made for works estimated to cost less than rupees twenty five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees twenty five thousand, the Contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7A : Time Limit for Payments of Final Bills

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of three months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with

clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8 : Bills to be submitted monthly

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

Clause 8A : Contractor to be given time to file objection to the Measurements recorded by the Department

Before taking any measurement of any work, as have been referred to in preceding Clauses 6, 7 & 8, the Engineer-in-charge or a subordinate, deputed by him, shall give reasonable notice to the Contractor. If the Contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge, then in any such event, the measurements taken by the Engineer-in-charge or by the subordinates deputed by him, as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

Clause 8B : Recovery of Cost of Preparation of the Bill

In case of contractor of class A and AA do not submit the bill within time fixed, the Engineer in Charge may prepare the bill as per the provision of clause 8 of the general conditions of the contract but @ 0.5 % of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

Clause 9 : Bills to be on printed forms

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer-in-charge and the charges in the Bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause 9A : Payments of Contractor's Bills to Banks

Payments due to the Contractor may if so desired by him, be made to this Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-Charge(I)an authorization in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by Government, or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favor of the Bank any rights vis-à-vis the Governor.

Clause 10 : Stores supplied by Government

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge, specified in the schedule or memorandum hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the Contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the Contractor under the Contract or otherwise or against or from the Security Deposit or the proceeds of sale, if the same is held in Government securities, the same or sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the contractor, either from Departmental stores or with the assistance of Government, shall remain the absolute property of Government. The Contractor shall be trustee of

the Stores/ Materials, so supplied/ procured, and these shall not, on any account, be removed from the site of work and shall be, all times, open to inspection by the Engineer-in Charge. Any such material, unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the Divisional officer's Stores, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with provision of clause 10 B ibid. But the contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc., paid by the Contractor, in case of supplies received with the assistance of Government, which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in-charge, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.

Clause 10A : Rejection of materials procured by the Contractor

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion, are not in accordance with the specifications and, in case of default, the Engineer-in-Charge shall be at liberty to employ other person(s) to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-Charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be born by the Contractor.

Clause 10B : Penal rate in case of excess consumption

The Contractor shall also be charged for the materials consumed in excess of the requirements calculated on the basis of standard consumption approved by the department, at double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Material Supply and Consumption Statement, in prescribed Form RPWA 35A shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Running Account Bill.

Clause 10 C : Hire of Plant and Machinery

Special Plant and Machinery, required for execution of the work, may be issued to the Contractor, if available, on the rates of hire charges and other terms and conditions as per departmental Rules, as per Schedule annexed to these conditions. Rates of such Plant & Machinery shall be got revised periodically so as to bring them at par with market rate.

Clause 11 : Works to be executed in accordance with specifications, Drawings, Orders etc.

The Contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner and both as regards materials and otherwise in every respect, in strict accordance with the Specifications. The Contractor shall also conform exactly fully and faithfully to the designs, drawings (either designed by department or designed by contractor and approved by Engineer-in-charge during additional execution) and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the Contractor shall, if he so require, be entitled, at his own expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions, as aforesaid. A certificate of executing works as per approved design, specifications etc. shall be given on each Running Account Bill.

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The specifications of work, material, methodology of execution, drawings and designs shall be signed by the Contractor and Engineer-in-charge while executing agreement and shall form part of agreement.

Clause 12 :

The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clauses (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer- in – Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under the clause.
- (v) Except in case of items relating to foundations, provisions contained in sub-clauses(i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under clause12.A.

For the purpose of operation of clause 12 (v) the following works shall be treated as work relating to foundations :-

- (a) For buildings, compound wall plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- (b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (c) For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment of sub base and soling

work.

- (e) For water supply lines, sewer lines under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- (f) For open storm water drains, all items of work except lining of drains.
- (g) Any other items of similar nature which Engineer-in-Charge may decide relating to foundation.

The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit shall be determined in accordance with the provisions contained in Clause 12A.

Clause 12A :

The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value, unless otherwise mutually agreed by the Engineer-in-charge and the Contractor. This limit shall not be applicable on items relating to foundation work, which shall be executed as per original rates or provision of clause 12 (i) to (iv). In case of contract substituted items or additional items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub clause (ii) of clause 12 and the Engineer-in-Charge, may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under this Clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause(ii) of the preceding clause 12 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Engineer-in-Charge and the Contractor.

Clause 13 : No compensation for alteration in or restriction of work to be carried out.

If, at any time after the commencement of the work the Government shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings, and design, and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor, provided however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government Stores, charges recovered, including storage charges, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

Clause 14 : Action and compensation payable in case of bad work

If, it shall appear to the CEO or any authorised authority or the Engineer-in-charge or his subordinates in-charge of the work, or to the committee of the retired officers/officers appointed by the State Government for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the Contractor shall on demand in writing from the Engineer-in-charge, specifying the work/materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified, in whole or in part, as the case may be, remove the materials or

articles, so specified, and provide other proper and suitable materials or articles at his own cost, and in the event of his failing to do so, within a period to be specified by the Engineer-in- Charge in his demand as aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent, on the tendered amount of work for every week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

Clause 15 : Work to be open to inspection: Contractor or his responsible Agent to be present

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the Engineer-in-charge and his superior officers e.g. Superintending Engineer, Additional Chief Engineer, Chief Technical Engineer, Chief Engineer, and his subordinates and any other authorised agency of the Government and the contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorised agency of Government or committee of retired officers/officers appointed by the State Government for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

Clause 16 : Notice to be given before any work is covered up

The Contractor shall give not less than 7 days notice, in writing, to the Engineer-in-charge or his subordinate-in-Charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured, and correct dimensions there of, be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in- Charge of the work, and if, any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense or in default, there of, no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause 17 : Contractor liable for damage done and for imperfections

If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause, whatsoever, or any imperfections become apparent in it, within a period specified in clause 37, after a certificate, final or otherwise of its completion, shall have been given by the Engineer-in-charge, may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the Contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 18: Contractor to supply plant, ladders, scaffolding etc.

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the Contract, or referred to in these conditions, or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer in- Charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the Contract, or from his Security Deposit or the proceeds of sale thereof, or a sufficient portion thereof. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages

and costs which may be awarded in any such suit, action proceeding to any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.

Clause 19: Work not to be sub-let, Contract may be rescinded and Security Deposit and Performance Forfeited for sub-letting, bribing or if Contractor becomes insolvent.

The Contractor shall not be assigned or sublet without the written approval of the Chief Engineer, and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the CEO may, thereupon, by notice, in writing, rescind the contract and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefore, actually performed under the Contract.

Clause 20 : Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss

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

Clause 21 : Changes in constitution of firm

Where the Contractor is a partnership firm, the previous approval, in writing, of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement there under the partnership firm would have the right to carry out the work thereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensure, as provided in the said clause 19.

Clause 22 : Work to be under direction of Engineer-in-charge

All the works, to be executed under the contract, shall be executed under the direction and subject to the approval, in all respect, of the Engineer-in-charge of the Government of Rajasthan for the time being, who shall be entitled to direct, at what point or points, and in what manner, they are to be commenced, and from time to time, carried on.

Clause 23 : Standing Committee for Settlement of Disputes

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of **Rs. 50,000/-** or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the Contract should be terminated or has been rightly terminated, and as regards the rights or obligations of the parties, as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the followings:-

- (i) Administrative Secretary concerned.
- (ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary.
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.
- (iv) Chief Engineer-cum-Addl. Secretary of the concerned department.
- (v) CEO concerned (Member-Secretary).

The Engineer-in-charge, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. one Lac) from the Contractor, shall refer the disputes to the committee, within a period of one month from the date of receipt of application.

Procedure and Application for referring cases for settlement by the Standing Committee shall be, as given in Form RPWA 90.

Clause 23A : Contractor to indemnify for infringement of Patent or design

Contractor shall fully indemnify the Governor of Rajasthan against any action, claim or proceeding, relating to infringement or use of any patent or design, or any alleged patent or design, rights, and shall pay any royalties, which may be payable in respect of any article or part thereof, included in

the contract, in the event of any claims made under or action brought against Government. In respect of any such matters, as aforesaid, the Contractor shall be, immediately, noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise there from provided that the Contractor shall not be liable to indemnify the Governor of Rajasthan, if the infringement of the patent or design or any alleged patent or design, right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Clause 24 : Imported Store articles to be obtained from Government

The contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles which may be required for the work or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission, in writing, from the Engineer-in-charge, to obtain such stores and articles from else-where. The value of such stores and articles, as may be supplied to the Contractor by the Engineer-in-charge, will be debited to the Contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.

Clause 25 : Lump-sums in estimates

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

Clause 26 : Action where no Specification

In case of any Class of work for which there is no such specification as is mentioned in the contract document referred in ITB Clause 4.1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 27 : Definition of work

The expression "works" or "work" where used in these conditions, shall, unless there be some thing either in subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27A : Definition of Engineer-in-charge

The term "Engineer-in-charge" means the Divisional officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Governor.

Clause 28 :

It cannot be guaranteed that the work will be started immediately after the tenders have been received. No claims for increase of rate will be entertained, if the orders for starting work are delayed.

Clause 29 : Payments at reduced rates on account of items of work not accepted and not completed to be at the discretion of the Engineer-in-charge

The rates for several items of works, estimated to cost more than Rs. 1,000/-, agreed within, will be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates, as he may considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29A : Payments at part rates

The rates for several items of works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.

Clause 30 : Deleted

Clause 31 : Contractor to adhere to labour laws/regulation

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 of the Conditions of Contract.

Clause 32 : Withdrawal of work from the Contractor

If the Engineer-in-charge shall at any time and for any reasons, whatever, including inability to maintain prorate progress, think any portion of the work should not be executed or should be withdrawn from the Contractor, he may, by notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the Contractor shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

Clause 33 :

The Contract includes clearance, leveling and dressing of the site within a distance of 15 meters of the building on all sides except where the building adjoins another building.

Clause 34 : Protect works

The Contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-Charge, from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the Contractor free of cost.

All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-Charge, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.

Clause 35 : Contractor liable for settlement of claims caused by his delays

If the progress of the work has fallen so much in arrears as to prevent other contractors on the work, from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim, put in by any of these contractors for the expenses of keeping their labour unemployed, to the extent considered reasonable by the Engineer-in-Charge.

Clause 36A :

The liability, if any, on account of quarry fees, royalties, Octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

Clause 36B :

The cost of all water connections, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Contractor, except where otherwise specifically indicated.

Clause 36C : Payment of Sales Tax, and any other Taxes

Royalty or other tax on materials, issued in the process of fulfilling contract, payable to the Government under rules in force, will be paid by the Contractor himself.

Clause 36D :

In respect of goods and materials procured by the Contractor, for use in works under the contract, sales tax will be paid by the Contractor himself. But in respect of all such goods manufactured and supplied by the Contractor and works executed under the contract, the responsibility of payment of sales tax would be that of the Engineer-in-charge.

Clause 37 : Refund of Security Deposit

The Security Deposit will be refunded after the expiry of the period, as prescribed below: -

- (a) In case of contracts relating to hiring of trucks and other T&P, transportation including loading, unloading of materials, the amount of **Security Deposit** is refundable along with the final bill.

- (b) **Supplies of material:** As per provisions of G.F.& A.R.
- (c) **Ordinary repairs:** 3 months after completion of the work provided the final bill has been paid.
- (d) **Original works/special repairs/renewal works:** Six months after completion except in case of works, such as building works, bridge works, cross drainage works, Dams, Canals, water supply and sewerage schemes (except where provided otherwise in any specified case) etc., the Security Deposit will be refunded 6 months after completion, or expiry of one full rainy season or after expiry of defect liability period, whichever is later, provided the final bill has been paid.

Clause 38 : Fair Wage Clause

- (a) The Contractor shall pay not less than fair wages/minimum wages to labors engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.
Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under Minimum Wages Act, 1948.
- (b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contract's Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (d) The Engineer-in-charge shall have right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-à-Vis the Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

Clause 39 : Contractor to engage technical staff

The Contractor shall engage the technical staff, as follows, on the contract works:

- (a) For works costing Rs. 100 Lac and above – One Graduate Engineer
- (b) For works costing between Rs. 50 Lac to Rs. 100 Lac - One qualified diploma holder having experience of not less than 3 years.
- (c) For works costing between Rs. 15 Lac and Rs. 50 Lac - One qualified diploma holder

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

Clause 39 A :

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 40 : Safety code

The Contractor shall follow the safety code (s) of the department and as specified in special conditions of contract.

Clause 41 : Near Relatives barred from tendering

The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, security deposit and enlistment deposit and work/remaining work may allot to any registered contractor on the same rates as per rules.

Note : By the term "near relative" is meant wife, husband, parents, and grandparents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

Clause 42 : Retired Gazetted Officers barred for 2 years

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. This contract is liable to be cancelled, if either the Contractor or any of his employee is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 43 : Quality Control

The Government shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

Clause 43 A :

The work (whether fully constructed or not) and all materials, machines, tools and plant, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer-in-charge, and a certificate from him, to the effect, obtained.

Clause 44 : Death of Contractor

Without prejudice to any of the rights or remedies under the contractor, if the Contractor dies, the legal heirs of the Contractor or the CEO or duly authorised Engineer shall have the option of terminating the contract without any compensation.

Clause 45 : Price Variation Clause

If, during the progress of the contract of value exceeding Rs. 100.00 Lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 12 months (both the conditions should be fulfilled), the price, of any materials/ diesel and petrol incorporated in the works (not being materials to be supplied by the department) and / or wages of labour increases or decreases, as compared to the price and / or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/ labour/ diesel and petrol. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

Increase or decrease in the cost of labour/material/diesel and petrol shall be calculated quarterly in accordance with the following formula:-

$$(A) \quad V_L = 0.75 \times \frac{\text{Labour } P_L}{100} \times R \frac{(I_{L1} - I_{L0})}{I_{L0}}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

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- I_{L0} = The average consumer price index for industrial workers (whole sale prices) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).
- I_{L1} = The average consumer price index for industrial workers (whole sale prices) for the quarter of a calendar year under consideration (as published in Reserve Bank of India Journal /Labour Bureau Simla, for the area).
- P_L = Percentage of labour components.

Note: In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this clause.

(B) Material :- (excluding material supplied by the department).

$$V_M = 0.75 \times \frac{P_M}{100} \times R \times \frac{(L_{M1} - L_{M0})}{L_{M0}}$$

V_M = Increase or decrease in the cost during the quarter under consideration due to change in rates of material.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

L_{M0} = The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).

L_{M1} = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).

P_M = Percentage of material components (excluding materials supplied by the Department).

(C) Bitumen :-

$$V_b = 0.75 \times \frac{P_b}{100} \times R \times \frac{(B_i - B_0)}{B_0}$$

V_b = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for bitumen.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this Clause.

B_0 = The wholesale price for bitumen on day of opening of tenders/negotiation, as published by the Economic Advisor to Government of India, Ministry of Industry.

B_i = The average wholesale price index for bitumen for the quarter under consideration as published weekly by Economic Adviser to Govt. of India, Ministry of Industry

P_b = Percentage of bitumen component excluding bitumen supplied by the department (Specified in the sanctioned estimate of the work).

(D) Petroleum :-

$$V_f = 0.75 \times \frac{P_f}{100} \times R \times \frac{(F_i - F_0)}{F_0}$$

V_f = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates for fuel and lubricants.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

F_0 = The average wholesale price Index of High speed Diesel (HSD) as published by the Economic Adviser to Govt. of India, Ministry of Industry on the day of opening of tender/negotiations.

F_i = The average wholesale price Index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry.

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- P_f = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the departments (Specified in the sanctioned estimate for the work).
 R = Total work done during the quarter as prescribed under this clause.

Note: For application of this clause price of HSD is chosen to indicate fuel and lubricant component.

Clause 45A : Price Variation in installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Cooling Works

In all cases of contracts for installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/ components and labour cost as on the date of quotation/ tender, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula:

$$P = \left(\frac{P_o}{100} \times \frac{MP}{15 + 55 MP_o} \times \frac{W_o(D)}{+ 15 W_o} \times \frac{W_o(1)}{+ 15 W_o} \right)$$

Where :

- P = Price payable as adjusted in accordance with the above price variation formula.
 P_o = Price quoted/confirmed
 MP_o = Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin. Revised Index Number of Wholesale Prices (Base: 1981-82=100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.
 W_o = All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.
 The above index number MP_o & W_o are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering.
 MP = Wholesale Price Index Number of Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin, Revised index Number of wholesale prices (Base: 1981-82=100). The applicable wholesale price Index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.
 $W_o(D)$ = All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.
 $W_o(1)$ = All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100) as published by labour Bureau, Ministry of Labour Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/ progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation) shall be the date on which the work is notified as being completed and is available for inspection/ duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.

Note 1. The Wholesale Price Index Number for Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue

appearing in the following week. For the purpose of this Price Variation Clause, the final index figures shall apply.

Note 2. The sole purpose above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials, under this contract as movables.

Note 3. The indices MP & W_0 are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence if required.

General Conditions for admissibility of Escalation

1. The exact percentage of labour/material (excluding materials to be supplied by the department)/bitumen/diesel and petrol component and labour component for the work shall be approved by the authority while sanctioning the detailed Estimates.
2. The break-up of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol as indicated in Clause 45 have been predetermined as below:
 - (a) Labour 30 percent
 - (b) Material 70 percent
3. While allowing price escalation the following shall be deducted from the value of work done (R):
 - (a) Cost of material supplied by the Department.
 - (b) Cost of services rendered as per clause 34.
 - (c) Secured Advance/any advance added earlier but deducted now after work is measured.
 - (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.
4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the Bills relevant to any period. The date of completion, as finally reordered by the competent authority in the Measurement Book, shall be the criterion.
6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost Rs. 100 Lac or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 100 Lac and completion period is more than 12 months, then escalation would be payable only in respect of value of work in excess over Rs. 100 Lac from the date of satisfying both the conditions.
9. Where originally stipulated period is 12 months or less but actual period of execution exceeds beyond 12 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 100 Lac.
10. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally give based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein, shall be entertained.
12. If the period of completion including extended period attributable to Government exceeds

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twelve months but cost does not exceeds more than Rs. 100 Lac, no escalation is admissible.

13. Similarly, if cost of works increases more than Rs. 100 Lac but completion period including extended period attributable to government is less than 12 months, no escalation is admissible.
14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly for fortnightly.
16. In case at the time of executing agreement, both the conditions (completion period 12 months and amount of work Rs. 100 Lac) for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to government, both the conditions become fulfilled, in that case the escalation of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 100 Lac and in period of work beyond 12 months.
17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

Clause 46 : Force-Measure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other invasion of nature and other acts.

Clause 47 : General Discrepancies and Errors

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by Department in the "G" Schedule, the rates as given in the Basic Schedule of Rates of the Department for the area shall be taken as correct.

Clause 48 : Post payment Audit & Technical Examination

The Government shall have right to cause an audit and technical examination of the works, and the final bills of the contractor, including all supporting vouchers, abstracts, etc., to be made within 2 years after payment of the final bill, and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract, or any work claimed by him to have been done by him under the Contract and found not to have been executed or executed below specifications, the Contractor shall be liable to refund the amount of over payment, and it shall be lawful for Department to recover the same from him in the manner prescribed in Clause 50 or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the Government to the Contractor.

Clause 48A : Pre Check or Post Check of Bills

The Government shall have right to provide a system of pre-check of Contractor's bill by a specified Organization, and payment by an Engineer or an Accounts Officer/sr. Accounts Officer/ chief Accounts Officer/ financial Advisor, as the Government may in its absolute discretion prescribe. Any over-payments excess payments detected, as a result of such pre-check or post-check of Contractor's bills, can be recovered from the Contractor's bills, in the manner, herein before provided, and the Contractor will refund such over/excess payments.

Clause 48B : Check Measurements

The department reserves to itself, the right to prescribe a scale of check measurement of work, in general, or specific scale for specific works, or by other special orders (about which the decision of the department shall be final). Checking of measurement by superior officer shall supersede measurements by the subordinate officer, and the former will become the basis of the payment. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified elsewhere in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 49 : Dismantled materials

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of

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the Government and will be disposed off to the best advantage of the Government, as per directions, of the Engineer-in-charge.

Clause 50 : Recovery from Contractors

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Security Deposit, Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining dues. The department shall, further, have the right to effect such recoveries under Public Demand Recovery Act.

Clause 51 : Jurisdiction of Court

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent Court having jurisdiction over the place, where agreement is executed and by no other court, after completion of proceedings under Clause 23 of this Contract.

Note: The standard format as given above is as per PWF&AR and the provisions of Special Conditions shall overrule the provisions of these General Conditions of Contract.

**Schedule of Materials to be Supplied by the Department, if available
(Referred to in clause 10)**

S. No	Particulars	Quantity, meters	Rates		Place of Delivery
			Unit	Rupees	

Schedule of Machinery/T&P to be supplied by the Department

The following Machinery/T&P shall be supplied by the Department, if available, to the Contractor, on hire as per "Rules of the Department for supply for machinery and T&P to the Contractor on hire"

(Referred in Clause 10 C)

S. No.	Item	Rate	Place of Delivery and Return

Progress Statement referred to in Clause 2 of Conditions of Contract

Name of Work	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of Progress
1	2	3	4

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The contractor has been informed that his tender has been accepted

Dated Signature of Engineer- in -charge

Dated signature of Contractor

Notes:- For Filling in the Progress Statement Form

1. Columns 2,3, and 4 must be initialled and dated by the Contractor
2. Column 4 must be initialled and dated by the CEO or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.
4. The date in column 3 must correspond to the period stated in Sub clause(e) of the Memorandum below "Tender for works".
5. Column 4. This will ordinarily be worked out proportionately; thus if **Rs. 24,000/-** is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be **Rs. 4,000**. If necessary, quantities may also be specified in this column at the discretion of the CEO.
6. The Certificate as to intimation of acceptance of tender printed at the foot of the form, must be signed and dated both by the CEO or other duly authorised Engineer and the Contractor.

W	Work	<u>IHSDP Package C-3. : CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project</u>
E2	EMD1	Rs 148520 Lacs
E3	EMD2	Rs 37133
EC	Estimated cost	Rs 74.26 Lacs
VT	Validity of tenders	180 days
EP	Period of completion	12 months

DEPARTMENT OF LOCAL BODIES RAJASTHAN
MUNICIPAL CORPORATION KOTA
TECHNICAL BID
(POTENTIAL BID)

NAME OF WORK : **IHS DP Package C-3.**
CONSTRUCTION OF WASTE WATER
DRAINS IN the SLUM AREA OF
KOTA ULB under IHS DP Project

ESTIMATED COST : RS. 74.26 LACS

COST OF TENDER : RS. 1000.00

COMPLETION PERIOD : 12 MONTHS

DATE OF SALE OF TENDER	:	28.6.2010 to 30.6.2010 (upto 3.00 pm)
DATE OF RECEIPT OF TENDER	:	5.7.10 (upto 5.00 pm)
DATE AND TIME OF OPENING OF TECHNICAL BID	:	6.7.10 (at 11.00 am)
DATE AND TIME OF OPENING OF FINANCIL BID	:	14.7.10 (At 4.00 pm)
COMPLETION PERIOD	:	12 MONTHS (Twelve MONTHS)
BSR	:	PWD BSR 2005 KOTA circle

ISSUED TO:
M/S: _____

C.E.O.
MUNICIPAL CORPORATION KOTA
DISTRICT KOTA

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Standard Bidding Document for IHSDP Package C-3.
CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM
AREA OF KOTA ULB under IHSDP Project

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Section 3	Qualification Information
Section 4	Conditions of Contract Part - I, General Conditions of Contract <ul style="list-style-type: none">• Contract data to General Conditions of Contract• Appendix to Part - I General Conditions of Contract Part - II, Special Conditions of Contract
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SECTION 1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING TENDERS

SECTION 1

MUNICIPAL CORPORATION KOTA

List of Important Dates of Bids for **IHSDP Package C-3. : CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project** and their Maintenance for Five years

1. Name of Work : **IHSDP Package C-3. : CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project**
- 2.1. Completion Period for construction : **12 (Twelve) Months**
- 2.2. Maintenance Period **5 years after construction**
3. Date of Issue of Notice Inviting Bid Date Month, Year
4. Period and Places of Sale of Bidding Documents - From 28.6.10
To 30.6.10 (3.00pm)
Place : **Office of the C.E.O.,
Municipal CORPORATION
KOTA**
5. Deadline for Receiving Bids 5.7.2010 up to 5.00 pm
6. Time and Date for opening Technical Bid/Bids **6.7.10 (at 11.00 am)**
7. Time and Date of opening Financial Bids **14.7.10 (at 4.00 pm)**
8. Place of opening bids Address is: **Office of the C.E.O.,
Municipal CORPORATION KOTA**
10. Last Date of Bid Validity Date Month Year11.
Officer inviting Bids
Address is: **C.E.O.
Municipal CORPORATION KOTA
Dusherra Maidan Kota**

SECTION 2
INSTRUCTIONS TO BIDDERS
(ITB)

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 works 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 Department of Local Bodies, Rajasthan has decided to undertake the works of construction and up-gradation of Slums of the ULB through funds received under Integrated Housing and Slum Development Programme (IHSDP), from the Government of India, Ministry of Housing and Urban Poverty Alleviation, State Government and MUNICIPAL CORPORATION KOTA to be implemented through the Employer.
- 2.2 The share of funds of Government of the India, State Government and ULB is 80% : 10% : 10% respectively.

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.
- 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 method and schedule, including drawings and charts, as necessary.
- 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 of the rank of Executive Engineer or equivalent;
 - (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
 - (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

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- (g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;
- (h) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (k) proposals for subcontracting the components of the Works for construction/up-gradation, aggregating to not more than 25 percent of the Contract Price; and
- (l) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Bids from joint venture are not allowed.

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

- a) Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works (excluding maintenance cost for five years) for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.
- b) Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work (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.
- c) The bidder should have completed at least one work of similar of Road / Bridge / Building work in last five years (including current year, if opted by the bidder) of the value (updated to present price level) not less than 33.33% of the estimated cost of work (bid cost).
- d) The bidder should have achieved a financial turnover of at least 33.33% of the cost of work (bid cost) in any one of the last five financial years. However, the bidder may opt the current year in the five years assessment period.
- e) The bidder should be able to deploy the machinery and equipment specified in Schedule-III in the execution of this work. This machinery and equipment should be available to the bidder on ownership or confirm lease basis for which appropriate proof on Non-Judicial stamp paper will have to be submitted.

4.4 B (a) Each bidder must produce:

- (i) The current income-tax clearance certificate;
- (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;

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- (ii) availability for construction work of technical personnel as stated in the Appendix to ITB.
 - (iii) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the 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.
- 4.5 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 4.4 A above.
- 4.6 **Bid Capacity:** Bidders who meet the minimum qualification criteria will be qualified only if their acceptable bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:
- Bid capacity = $(3 \times A \times N - B)$ 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. However, bidder may opt the current year in the five years assessment period.
- N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).
- 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.
 - (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
- 4.8 **Litigation History:** Bidders should provide accurate information on any litigation of arbitration resulting from contracts completed or under execution by him over the last five years. The max. value (updated at the present price level) of disputed amount claimed in Litigation / Arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid capacity of the bidder. The details shall be furnished in Schedule-VI.
- Note :** The present price level for turn over, cost of completed work & disputed amount of similar nature, the previous years value shall be given weight age of 10% per year as follows:-

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- | | | | |
|----|-----------------------|---|------|
| a) | for last year | - | 1.0 |
| b) | for One year before | - | 1.10 |
| c) | for Two year before | - | 1.21 |
| d) | for Three year before | - | 1.33 |
| e) | for Four year before | - | 1.46 |

For current year, the price level shall be 1.0

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 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 familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

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, form of Unconditional Bank Guarantee.

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

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

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

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- 9.2.1 If a pre-bid meeting is to be held, the bidder or his authorised representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing so as to reach the Employer not later than one week before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. 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.
- 9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 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 Bid and shall comprise of:

- I. For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents placed in a separate cover, marked "cost of bidding document downloaded from the internet";
- II. Earnest Money in a separate cover marked 'Earnest Money';
- III. Authorised address and contact details of the Bidder Having the following information :
Address of communication :
Telephone No. (s) : Office :
Mobile No. :
Facsimile (Fax) No.
Electronic Mail Identification (E-mail ID) :
- IV. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- V. Undertaking that the bid shall remain valid for the period specified in clause 15.1 OF ITB.
- VI. any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and

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VII. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

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

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

12.2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

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

Section	Particulars
1	Notice inviting Tender
2	Instruction to the 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.

13.2 The Bidder shall adopt the Percentage Rate Method or Item Rate Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders.

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. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

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 One Hundred and Twenty days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

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16. Earnest Money

- 16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.
- 16.2 The Earnest Money shall, at the Bidder's option, be in the form of Cash, Demand Draft or Banker's Cheque, issued in favour of the name given in the Appendix to ITB.
- 16.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.
- 16.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.
- 16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Earnest Money may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (technical 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.

18. Format and Signing of Bid

- 18.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.
- 18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

D. Submission of Bids

19. Sealing and Marking of Bids

- 19.1 The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope. The inner envelopes will have markings as follows:

Technical Bid: To be opened on **6.7.10 (at 11.00 am)**

Financial Bid: To be opened on **14.7.10 (at 4.00 pm)**

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

- 19.2 The inner and outer envelopes containing the Technical and Financial Bids shall

- a) be addressed to the Employer at the address provided in the Appendix to ITB;
- b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1 of ITB.

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- 19.3 In addition to the identification required in Clause 19.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or is declared non-responsive pursuant to Clause 22 of ITB.
20. Deadline for Submission of Bids
- 20.1 Complete Bids (including Technical and Financial) must be received by the Employer at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
21. Late Bids
- 21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

22. Bid Opening

The composition of the **Tender Evaluation Committee (TEC)** will be:

- I. One official member, Chairman of the Tender Evaluation Committee, Mayor of the MUNICIPAL CORPORATION KOTA;
 - II. One official member, C.E.O. of the MUNICIPAL CORPORATION KOTA;
 - III. One official member, Representative of the DEPUTY DIRECTOR (Regional) of the Department of Local Bodies Rajasthan, Jodhpur;
 - IV. One official member, Executive Engineer of the MUNICIPAL CORPORATION KOTA;
 - V. One official member, Account Officer of the MUNICIPAL CORPORATION KOTA, and
 - VI. One official member, Assistant Engineer of the MUNICIPAL CORPORATION KOTA;
- 22.1 The TEC will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2 The envelope containing the technical bid shall be opened. The inner envelope marked "cost of bidding document " will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- 22.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the TEC may consider appropriate, will be announced by the TEC at the opening.
- 22.4 The TEC will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.
- 22.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within five working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 22.6 The Employer shall inform, by telegram or post, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. 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 through they or their representative, may attend the meeting of opening of financial bids.

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- 22.7 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the TEC may consider appropriate will be announced by the TEC at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation
- 22.8 The TEC shall prepare the minutes of the opening of the Financial Bids.
23. Process to be Confidential
- 23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid
24. Clarification of Bids and Contacting the Employer
- 24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.
25. Examination of Bids and Determination of Responsiveness
- 25.1 During the detailed evaluation of "Technical Bids", the TEC will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the TEC, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
26. Correction of Errors
- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.
27. Evaluation and Comparison of Bids

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- 27.1 The TEC will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.
- 27.2 In evaluating the bids, the TEC will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.
- 27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the TEC may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.
- 27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of routine maintenance of works to be performed for five years under the contract, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After its evaluation, the Employer may require that the amount of the performance security set forth in Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.
- 28. Price Preference
- 28.1 There will be no price preference to any bidder.

F. Award of Contract

- 29. Award Criteria
- 29.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:
 - i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
 - ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.
- 30. Employer's Right to Accept any Bid and to Reject any or all Bids
- 30.1 Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
- 31. Notification of Award and Signing of Agreement.
- 31.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by post or telex confirmed by registered letter. This letter (hereinafter and in the Part I General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works, 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").
- 31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

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- 31.3 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.
- 31.4 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.
- 32. Performance Security
 - 32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of five years and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.
 - 32.2 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from a Scheduled commercial bank.
 - 32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1. shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under PMGSY for one year.
- 33. Advances
 - 33.1 The Employer will not provide any kind of Mobilization / Security Advances as provided in Part I General Conditions of Contract.
- 34. Corrupt or Fraudulent Practices

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.
- 35. IEC and Consent of Beneficiaries to deposit Beneficiary share
 - 35.1 Contractor shall be responsible for the IEC and motivating beneficiaries to deposit his share within time so that work execution can be carried out as per plan.
 - 35.2 Contractor has to design IEC in consultation with "Human Behaviour Consultant" in most scientific manner, which is to get approved by MUNICIPAL CORPORATION and COLLECTOR, KOTA before it's implementation.
 - 35.3 The delay in deposition of beneficiary share shall be treated as failure of IEC of contractor and shall be entirely on the part of contractor. However, MUNICIPAL CORPORATION KOTA shall provide all assistance to contractor.

Appendix to ITB

Instructions to Bidders Clause Reference

(0.1) The Employer

is - C.E.O., MUNICIPAL CORPORATION KOTA

(0.1) The Work is **IHSDP Package C-3. : CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project**

(1.1) Identification No. of the works is : **IHSDP KOTA PACKAGE C-3**

(2.1) The State is : RAJASTHAN

(3.1) Eligible Bidders are: **A Class Contractors** registered with **P.W.D. Rajasthan, C.P.W.D., P&T, Railway and other State/Central Govt. Departments**

(4.2) The information required from bidders in Clause 4.2 is modified as follows : **None**

4.2 (g)

(4.4 A) (b)

(4.4 B) (a) (iii)

Other certificates required with the bid are: NIL

(4.4. B) (b)(i)

Building Work

Name of the Equipment	Quantity
CONCRETE MIXER	5 nos.
CONCRETE VIBRATOR	
▪ PLATE	5 nos
▪ NEEDLE	5 nos
WATER TANKER	2 nos.
SHUTTERING - STEEL/PLY	2000 SQM.
TRUCK / TIPPER / TRACTOR	5 nos.

For field testing Laboratory

Name of the Equipment	Quantity
Sieve Set	3
(as per IRC SP-20-2002)	
Aggregate Impact Value Machine	3
With Accessories	
Flakiness Gauge as per IS2386-I	3
Vicat Apparatus with accessories	1
Electronic Balance:-	
200 Gms.	2
15 Kg.	3
Concrete Mould 150 x 150	18
Mortar Moulds	18
Compression Testing Machine	1

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Note: (a)The bidder must produce the documentary evidence in support of his owning the above equipment :

(4.4 B) (b) (ii)

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

A. The Technical Personnel are:

[Cl. 9.1]

Technical Personnel	Number	Experience in Building Works
A. Degree Holder in Civil Engineering	1	2 Years
B. Diploma Holder in Civil Engineering	2	2 Years
C. Others (Specify)	--	--

B. For field testing laboratory ; **2 (Two) Persons**

(with educational qualifications BSc with two years experience).

(4.4 B) (b) (iii)

The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 20% [Note: Usually the equivalent of estimated payments flow over 2 months at the average (straight line distribution) construction rate.]

(4.4 B) (c) (i)

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

J.En. to E.E of the CORPORATION and accountant/officer of the CORPORATION to which the work relates.

(4.4 B) (c) (ii)

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

Officers of Gazetted Ranks

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

(4.6)

M = 3

(7.1)

The contact person is

Designation: **The C.E.O.,
MUNICIPAL CORPORATION KOTA**

Address: **Dushera Ground, KOTA**

Telephone No.

(9. 2.1)

Place, Time and Date for pre-bid meeting are: **Office of C.E.O.,
MUNICIPAL CORPORATION KOTA on at 3.00 PM**

(11.1)

Language of the bid is: English

(12.1) Part I (v)

The other documents required are: Nil

(13.2.)

Bids may be submitted as follows :-

Percentage Rate Method - For Construction Work

(13.2)

Schedule of Rate applicable for Percentage Rate Method is: PWD BSR KOTA Circle 2005.

(16.1)

The amount of Earnest Money shall be **Rs. 148520.00** (16.2)
Earnest Money Receipt (Banker's Cheque) must be drawn:

In favour of : **C.E.O., MUNICIPAL CORPORATION KOTA**

(16.2)

Other acceptable forms of Earnest Money is demand draft in favour of **C.E.O., MUNICIPAL CORPORATION KOTA,**

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- (16.3)
- (20.1) The Employer's address for the purpose of Bid submission is **The C.E.O., MUNICIPAL CORPORATION KOTA**
- (20.1) The deadline for submission of bids shall be:
Time
Date
- (22.1) & (22.6) The date, time and place for opening of the Technical Bids are:
(A) Technical Bid :
6.7.10 (at 11.00 am)
Place **Office of the C.E.O., MUNICIPAL CORPORATION KOTA**
(B) Financial Bid (For qualified bidder as) :
14.7.10 (at 4.00 pm)
Place **Office of the C.E.O., MUNICIPAL CORPORATION KOTA**
- (32.1) The amount and validity period of the performance guarantee is :
Amount : **5% Contract Price.**
Validity Period :
(i) Performance security shall be valid until a date 45 days after the expiry of Defect Liability Period of 5 years after intended completion date.
(ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.
(iii) Additional Performance Security for unbalanced Bid for routine maintenance shall be valid until a date 45 days after the expiry of Defect Liability Period of 5 years after intended completion date.

**C.E.O.,
MUNICIPAL CORPORATION KOTA**

SECTION 3
QUALIFICATION
INFORMATION

SECTION 3 : QUALIFICATION INFORMATION

Name Of Work : IHSDP Package C-3. : CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project

Contents

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Schedule

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Schedule V	Details of Existing commitment and on on-going works.
Schedule VI	Details of litigations or Arbitration.
Schedule VII	Personnel (engineers, technical staff, supervisory staff, operators etc.) and their deployment.
Schedule VIII	Information for evaluation of Bid capacity.

Special conditions of contract for potential assessment as detailed here under, shall be applicable in addition to all other terms and conditions already prescribed under standard agreement forms/rules and regulations relating to contracts.

1. Procedure:

Procedure for potential assessment would be as follows:

- a) Two Envelope System would be adopted, for potential assessment. Envelope-1 will contain Technical Bid whereas Envelope-2 will contain for Financial Bid. Each envelope would be sealed separately and super scribed as “Envelope-1 Technical Bid” and “Envelope-2 Financial Bid.” Both envelopes duly sealed, bearing the name of the work and the name of the bidding contractor would be placed in Third envelope. The third envelope should also contain the requisite earnest money and latest Sales Tax clearance Certificate.
- b) Bids not accompanied with requisite earnest money and latest sales tax clearance certificate shall be treated as non-responsive and the envelopes containing the technical and financial bids shall not be opened. The earnest money will be accepted only in the form of Draft / Banker’s cheque in the name of “*C.E.O. Municipal Corporation KOTA*” payable at KOTA.
- c) The Technical Bid envelope would be opened on the date and time as specified in the Notice inviting tenders i.e. **6.7.10. at 11.00 a.m** by the C.E.O. in presence of the bidders.
- d) The Financial Bid envelope would be opened on **14.7.10 at 4.00 pm**. Bidders who fulfil all the conditions of Technical Bid and criteria for the potential assessment can be present during the opening if they so wish..

2. Criteria

Criteria for potential assessment would be as follows:

- i. The bidder should have executed atleast **33 %** of the following quantities of work in any one of the last 5 financial years. However, the bidder may opt current year in the above said 5 years assessment period.

SNo	Item	Qty as per 'G' Schedule	Qty Reqd	Unit
1	Excavation	1465	483	cum
2	Cement Concrete- Base concrete	1145	378	cum
3	RR Stone Masonry	2768	913	cum
4	Cement Plaster	6734	2222	sqm
5	Steel Reinforcement	44796	14783	Kg
6	Reinforced cement concrete	544	180	cum

The bidder should have completed/executed at least one similar work in last five years (including current year, if opted by the bidder) of value (updated to present price level) not less than **33.33%** of the cost of work (Bid Cost).

- ii. The bidder should have achieved an annual financial turnover of not less than 33% of the cost of work (Bid Cost) in any one of last five financial years. However, bidder may also opt the current year assessment period.
- iii. The bidder should be able to deploy the requisite machinery and equipment, for the execution of this work. The machinery and equipment available on ownership basis or confirmed lease basis would be considered for the purpose but in case of procurement on lease, appropriate agreement/ proof will have to be submitted.
- iv. Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than total bid value.

The available Bid capacity will be calculated as under:

Assessed available bid capacity = $(A \times N \times 3 - B)$ where:

A = Maximum value of Civil Engineering works executed in any one year during the last five years (updated to present price level) taking into account the completed as well as works in progress (including current year, if opted by the bidder).

N = Prescribed completion period of the work for which bids are invited in years.

B = Value at present price level (2007) of existing commitments and on going work to be completed during the N period i.e. the period of completion of works for which bids are invited.

- v. The statement showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the work listed should be counter signed by the Engineer-in-Charge, not below the rank of Executive Engineer.

vi. The present price level for turn over and cost of completed work of similar nature, the previous years value shall be given weightage of 10% per year as follows:

vii.

S.No.	Year	Weightage
(i)	2007-08	1.00
(ii)	2006-07	1.00
(iii)	2005-06	1.10
(iv)	2004-05	1.21
(v)	2003-04	1.33
(vi)	2002-03	1.46

viii. Bidders should provide correct information in respect of any litigation or arbitration resulting from contracts completed or under execution during the last five years. The maximum value (updated at the present price level) of disputed amount claimed in Litigation/Arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid capacity of the bidder.

3. Documentation:

i. The bidder should furnish the following documents along with the technical bid:

- Schedule-I : Information regarding financial resource and Capability
- Schedule-II : Information regarding details of works executed in the last five years. Certificates form of the Concerned Engineer-in-Charge in support and verification of The information furnished
- Schedule-III : Details regarding machinery and equipment Available and Proposed deployment on the work.
- Schedule-IV : Details of maximum value of civil Engineering works (specially building works). Executed in any one year during the last five years and works in – progress.
- Schedule-V : Details of existing commitments and on going work during next 12 months.
- Schedule-VI : Details of litigations or arbitrations.
- Schedule-VII : Details of personnel Engineers, Technical staff, Supervisory staff, operators etc. and their Deployment.
- Schedule-VIII : Information for evaluation of Bid capacity.

ii. The bidder must ensure that all the information required in the documents is furnished of complete in all respects. Withdrawal of any document rectification in any information furnished therein will not be allowed after the submission of the bid.

- iii. The bidder should give an Affidavit that the information furnished in Schedules I, II, III, IV, V, VI & VII are correct. If any information is found to be incorrect, the offer of the bidder shall be rejected and action shall be taken as per rules.
- iv. Page numbering of each tender document is compulsory.
- v. Calculation of total quantity of the work executed as per Requirement of table at clause No. 2 (i) with reference respective page number at which data is available in the enclosed documents.

4. Rejection of Bids

The C.E.O., Municipal Corporation KOTA reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons. The bids are liable to be rejected :

- i. If the bid is not accompanied with the requisite documents mentioned in clause 3 (a) to 3 (h) or is not in accordance with procedure specified in Para 1 or is not accompanied with the requisite earnest money and sales tax clearance certificate.
- ii. If incorrect or incomplete information is furnished or concealed in the bid document.
- iii. If latest sales tax clearance (up to 31-03-07) and earnest money is not placed in third envelope in which envelope No.1 containing Technical bid and Envelope No.2 containing financial bid is placed. The Technical bid will be opened only after evaluation of correctness of earnest money and latest Sales Tax Clearance Certificate (up to 31-03-07).
- iv. If bidder does not qualify in the criteria for potential assessment as per clause -2 (i) or if the bid capacity is not available as per clause-2(v)

MUNICIPAL CORPORATION KOTA,

Potential Assessment Of Contractors

ABSTRACT DETAILS

- 1. Name of Work :
- 2. Name of Contractor :
- 3. Sales Tax Certificate valid up to :

CRITERIA

- 1. Maximum Quantity of works executed in any of the previous five years
 - 1. Building work
- 2. Maximum value of single work of similar nature completed in last five years (as per Schedule-IV)
 - (a) Building work
- 3. Maximum financial turnover in any one of the last five year (as per Schedule-I)
- 4. Litigation/Arbitration (as per Schedule-VI) Maximum value at present price level of dispute amount claimed in Litigation/Arbitration resulting from contracts executed in last five years
- 5. Bid capacity= (A x N x 3 - B), Where
- A = Maximum value of civil Engineering works executed in any one year during the last five years (updated to present price level) taking into account the completed as well as works in progress (including current year, if opted by the bidder).
- N = Prescribed completion period of the work for which bids are invited in years.
- B = Value at present price level (2007) of existing commitments and on going work to be completed during the N period i.e. the period of completion of works for which bids are invited.
- 6. Acceptable bid capacity bid capacity calculated as per (5) above Maximum value of disputed items as Per (4) above
- 7. Total No. of pages submitted in the potential assessment bid document.

Signature of Bidder
With Seal

SCHEDULE-1

Financial Resources and Capability

1. Total financial turnover achieved by the bidder in the last five financial year.

S. No.	Financial Year	Turnover			Remarks
		Actual	Multiplying Factor	Updated (col.3 x col. 4)	
1	2	3	4	5	6
1	2002-2003		1.46		
2	2003-2004		1.33		
3	2004-2005		1.21		
4	2005-2006		1.10		
5	2006-2007		1.0		
6	2007-2008 – (current year)	+	1.0		

Note:- Balance Sheets and Profit & Loss Account for the last five financial years should be enclosed.

3. Annual turnover projected in the current financial year (2007-08) Rs. lakhs .

4. Has the bidder ever been debarred from tendering in Central/Government/any State Government/any Government Undertaking? Yes/No (if yes give details)

5. Has the bidder ever been declared insolvent? Yes/No (if yes give details)

6. Name(s) and Address/ Branch/(s) of Bankers of bidder.

I/We certify that the above information is correct to the best of my/our knowledge and belief.

Date:

Signature of Bidder
(With seal, wherever applicable)

SCHEDULE – II
Details of work Executed during last five financial years and current year
Road Work/construction of Drains

S. No.	Financial Year	Name of work(with agreement No. & date)	Total Cost of Work	Executing Authority	Town (District / State)	Principal Items of work.
1	2	3	4	5	6	7

Note:- Certificate from Engineer in charge should be enclosed in support and verification of the above statement.

Signature of Bidder
With Seal

SCHEDULE – III

Details of Machinery and Equipment available and proposed to be

Deployed by the Contractor for the Execution of the Tendered Work

S. No.	Particulars of Machinery	Availability	Owned	Year of Manufacture	Serviceable of Unserviceable	Location where Presently in Operation or in store	Proposed Deployment for tendered work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

- i. I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.
- ii. I/We hereby undertake to deploy the machinery and equipment listed above as and when required in the execution of the work.

SCHEDULE-IV***Details of maximum value civil Engineering work executed in any year***

**During the last five years taking into account the completed as well as
Works in progress.**

S. No.	Name of work (with agreement no. & date)	Client	Place (district/ state)	Financial year	Cost of work as per work order	Stipulated date of start	Stipulated date of completion	Value of work done during the year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Note:- Please indicate work of similar nature as that of bid.

SCHEDULE-V

Details of Existing commitment and on on-going works to be Completed in next 12 month

S.No.	Name of work (with agreement No. & Date)	Client	Cost of work as per work order	Stipulated date of commencement	Stipulated date of completion	Value of balance work up to the month preceding the date of tender	Likely date of completion of balance work	Reasons for delay of the work if lagging
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of bidder
With seal

SCHEDULE-VI

Details of Litigations or Arbitrations.

S. No.	Name of work (with agreement No.& date)	Client	Work order Amount	Cause of litigation & Matter in dispute	Disputed amount claimed in litigation/arbitration	Date of raising disputed amount	Actual award amount, if the case is decided	Present status of the matter in dispute
1	2	3	4	5	6	7	8	9

Signature of Bidder
With Seal

SCHEDULE - VII

**Personnel (Engineers, Technical Staff, Supervisory Staff, Operators etc.)
and their Deployment**

S. No.	Name	Designation	Technical Qualification	Date from which working with Contractor	Present Deployment (Name of work)	Proposed Deployment on work put to tender
1	2	3	4	5	6	7
1						
2						
3						
4						
5						

Signature of Bidder
With Seal

SCHEDULE – VIII

Information for evaluation of Bid capacity

Particulars	Value	Reference page number
A = Maximum value of civil Engineering works executed in any one year during the last five years (updated to present price level) taking into account the completed as well as works in progress (including current year, if opted by the bidder).		
N = Prescribed completion period of the work for which bids are invited in years.		
B = Value at present price level (2006) of existing commitments and on going work to be completed during the N period i.e. the period of completion of works for which bids are invited.		

Signature of Bidder with seal

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

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

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

Signature of Senior Bank Manager

Name of the senior Bank Manager

Address of the Bank

Stamp of the Bank

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

SECTION 4

CONDITIONS OF CONTRACT

Section 4 Conditions of Contract
Part - I General Conditions of Contract

These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract.

Notes on 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 form of Conditions of Contract that follows has been developed for smaller admeasurements contracts for construction on the basis of international practice and the practice of the Government of India, State Government and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The Conditions of Contract also incorporate the concept of performance-based payments.

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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 Engineer, after the Defect 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 works 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.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

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 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 turn 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 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 people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. Communications
 - 6.1 All certificate, notices or instructions to be given to the Contractor by 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 of 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 but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
 - 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 during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, 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 Work 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 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
 - a) the circumstances warrant such sub-contracting; and
 - b) the sub-Contractor so proposed for the Work possess 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.
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 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.
- 9.2 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.
- 9.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.
10. Employer's and Contractor's Risks
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's 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), natural calamities 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:
- loss of or damage to the Works, Plant and Materials;
 - loss of or damage to Equipment;
 - loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - 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 defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- Personal injury or death.
- 13.3 (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's 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 Engineer.
- 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 rely on any Site Investigation Reports 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
- 16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.
- 16.2 The contractor shall construct the works with intermediate technology, i.e. by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.
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 of Temporary Works.
- 18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design 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.
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 7 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 Housing and Urban Poverty Alleviation, Government of India.
 - d. The Department of Local Bodies Rajasthan, Jaipur

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 arises 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, 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 if the amount appealed against exceeds rupees one lakh.

24.3 The composition of the Empowered Standing Committee will be:

There will be a approved by the Local Self Government, Rajasthan.

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, along with monthly cash flow forecasts 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.
- 26.6 The Contractor shall submit to the Engineer Weekly / monthly progress report in prescribed format.
27. Extension of the Intended Completion Date
- 27.1 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 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 totaling 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 Specifications, and
 - b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 31.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification 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 Defect Liability Period and Routine Maintenance of works for five years
- 32.1.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five year. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 32.1.2 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.

- 32.2.1 The Contractor shall do the routine maintenance of works to the required standards and in the manner as defined in clause 1.1 and keep the entire structure in Defect free condition during the entire maintenance period which begins at Completion and ends after five years. .
- 32.2.2 The routine maintenance standards shall meet the standard minimum requirements.
- 32.2.3 To fulfill the objectives laid down in sub clauses 32.2.1 and 32.2.2 above, the Contractor shall undertake detailed inspection of the works at least once in a month. The Engineer can reduce this frequency in case of emergency. The Contractor shall forward to the Engineer the record of inspection and rectification each month.
- 32.2.4 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 Defect Liability Period under clause 32.1.1 and clause 32.2.2 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 and maintaining works 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.
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 or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.
36. Payments for Variations
- 36.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Contract Data. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.
- 36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate 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 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

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 fortnightly/ 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 fortnightly/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 G.C.C.
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 Engineer shall pay the Contractor the amounts he had 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.
40. Deleted
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
- All payments will be made in Indian Rupees.
43. Security Deposit/Retention and Release of Performance Security and Security Deposit/Retention
- 43.1 The Employer shall retain security deposit of 5% 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 payment for routine Maintenance of works.
- 43.2 On the completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of this period have been corrected.
- 43.3 The additional performance security for unbalanced bids as detailed in Clause 51 of Conditions of Contract is repaid to the contractor when the construction work is complete.

- 43.4 The performance security equal to the five percent of the contract price and additional performance security for Routine Maintenance as detailed in Clause 51 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 carry out Routine Maintenance work 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.
- 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 of Defect Liability Period.
44. Liquidated Damages
- 44.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.
- 44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
45. Advance Payment - Deleted
46. Securities
- 46.1 The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security and additional performance security for routine maintenance shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.
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 Correction periods 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 works, and the Engineer will do so upon deciding that the works 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 Routine Maintenance is completed.
49. Taking Over
- 49.1 The Employer shall take over the works within seven days of the Engineer 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 work with in 7 days of the Engineer issuing a certificate of completion of the Routine Maintenance.

50. Final Account

- 50.1 The Contractor shall supply the Engineer with 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 defect 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 is not correct or complete, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, 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 of account 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 supply the Engineer with a detailed account of the total amount that the Contractor considers payable 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 42 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bills for routine maintenance will be made within 14 days thereafter.
- 50.4 In case the account 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 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 is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - d) the Contractor does not maintain a Security, which is required;
 - e) the Contractor 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 judgment of the Employer, has engaged in the corrupt or fraudulent 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 any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - h) if the Contractor has not completed at least thirty percent 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; and
 - j) any other fundamental breaches as specified in the Contract Data.
 - k) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.
- 52.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 52.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
53. Payment upon Termination
- 53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, 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.
- 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.
- F. Other Conditions of Contract**
56. Labour
- 56.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 56.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

57. COMPLIANCE WITH LABOUR REGULATIONS

- 57.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. 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 right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

58. Drawings and Photographs of the Works

- 58.1 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 Engineer 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 Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer 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

- 1. The Employer is [Cl.1.1]
 - Designation: **Municipal Corporation KOTA**
 - Address: **Municipal Corporation , Kota
Dushera Maidan KOTA.**
 - Telephone No. (s) : Office :
 - Mobile No. :
 - Facsimile (Fax) No.
 - Electronic Mail Identification (E-mail ID) :
 - Name of authorized Representative **C.E.O., Municipal Corporation KOTA**
- 2. The Engineer is
 - Designation: **Executive Engineer, Municipal Corporation KOTA**
 - Address: **Municipal Corporation KOTA** [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 **12 Months** after start of work. [Cl.1.1, 17 &27]
- 4. Routine Maintenance during five years after the completion date is defined as follows:
Its specific provisions are :-
 - (i) The various types of distress/defects of buildings. For example, cracks, etc.
 - (ii) The periodicity of routine maintenance activities shall be as follows :

Periodicity of Routine Maintenance Activities

S. No.	Name of Item / Activity	Frequency of operations in one year
1	Maintenance of cracks in building	As and when required.
2	White washing building.	Once

- 5. The Site is located at :
 - Slum areas of Municipal Corporation Kota**
- 6. The Start Date shall be 10 days after the date of issue of the Notice to proceed with the work. [Cl.1.1]
- 7. (a) The name and identification number of the Contract is : [Cl.1.1]
 - IHSDP Kota Package 07/C**

- (b) The Works consist of: **IHSDP Package C-3. : CONSTRUCTION OF WASTE WATER DRAINS IN the SLUM AREA OF KOTA ULB under IHSDP Project**

**Municipal Corporation Kota, Kota
Under IHSDP Programme
Package C-3 : WASTE WATER DRAINS**

SN	ITEM	Amount in Lacs
	Construction of Waste Water Drains	74.26
TOTAL (C-3)		74.26 Lacs

	Name of Basti	B	H	L	Amount
1	Kunhari B Ward No 27	2.5	2.5	205	74.26 Lacs
2	Harizen Basti Ladpura ward no 29	2	2	140	
2	Ladpura Karbala ward no. 29	1	1.5	350	
2	Chandraghata Harizen Basti Ward No 30 (Box Section)	1	1.5	200	
Total					74.26 Lacs

[Cl.1.1]

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

Building Works

Site clearance; setting-out and layout; construction of new dwelling unit; construction of room: construction of kitchen: construction of toilet: 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 to ensure

- | | Clause Reference |
|---|------------------|
| 8. Section completion is : Nil [Cl.2.2] | |
| 9. The following documents also form part of the Contract : Nil | [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 English. | [Cl.3.1] |
| 11. The Schedule of Other Contractors is attached. | [Cl. 8.1] |

12. A. The Technical Personnel for construction work are: [Cl. 9.1]

Technical Personnel	Number	Experience in Road Works
i) Degree Holder in Civil Engineering.	1	2 Years
ii) Diploma Holder in Civil Engineering	2	2 Years

For field testing laboratory ;

Technical Personnel	Number
Scientist with B.Sc.	2

- B. For routine maintenance

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering	1 No. or	2 Years
B. Diploma Holder in Civil Engineering	---	---

- 13(a) Amount and deductible for insurance are : **Rs. 600.00 Lacs** [Cl. 13.1]

The minimum insurance cover for physical property, injury and death is 5.00 Lacs per occurrence with the no. of occurrence limit to 4. After each occurrence, contractor will pay additional Premium necessary to make insurance valid for four occurrence always.

Maximum deductible for Insurance :

- | | | |
|---------------------------------------|---|---|
| 1. Work and Plant and Material | : | Rs. 5,000/- |
| 2. Loss or damage to Equipment | : | Rs. 5,000/- |
| 3. Other Property | : | Rs. 5,000/- |
| 4. Personal injury or death insurance | : | |
| a. for other people | : | Rs. 10,000/- |
| b. for Contractor's Employees | : | In accordance with the statutory requirement applicable in India. |

14. Site investigation report [Cl.14.1]

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

S. No.	Name of Equipment / Machinery	Qty.
1.	CONCRETE MIXER	5 No.
2.	CONCRETE VIBRATOR	
	• PLATE VIBRATOR	5 No.
	• NEEDLE VIBRATOR	5 No.
3.	WATER TANKER (WITH SPRINKLER)	2 Nos.
4.	SHUTTERING - STEEL/PLY	2000 SQMT
5.	TRUCK / TIPPER / TRACTOR	5 Nos.

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

Municipal Corporation KOTA with power upto 1 crores.

Department of Local Bodies, Rajasthan, Jaipur with Power more than 1 crores.

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

(b) The updated programme shall be submitted at interval of 90 days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated programme shall be Rs. 0.50 lakhs. [Cl. 26.3]

18. The key equipments for field laboratory shall be :

S. No.	Name of Equipment	Quantity
1.	Sieve Set (as per IRC SP-20-2002)	3
2.	Aggregate Impact Value Machine with Accessories	3
3.	Flakiness Gauge as per IS2386-I	3
4.	Vicat Apparatus with accessories	1
5.	Electronic Balance:- 200 Gms. 15 Kg.	2 3
6.	Concrete Mould 150 x 150	18
7.	Mortar Moulds	18
8.	Compression Testing Machine	1

19. The percentage of Variation of items of work for which there shall be no increase in rates shall be no limit. [Cl.36.1]
20. The authorized person to make payments is **Municipal Corporation KOTA** [Cl.39.2]
21. (a) Milestones to be achieved during the contract period
- (1) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction
 - (2) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction
 - (3) 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction
- (b) Amount of liquidated damages for delay in completion of works 1 % 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 % of the Initial Contract Price rounded off to the nearest thousand. [Cl.44.1]
22. 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. [Cl. 46.1]
23. (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 required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.1]
24. The amount to be withheld for failing to supply "as-built" drawings by the date required is Rs. 5.00 Lakhs. [Cl.51.2]
25. (a) The period for setting up a field laboratory with the prescribed equipment is 15 days from the date of notice to start work [Cl.52.2 (i)]
- (b) The following events shall also be fundamental breach of contract : [Cl.52.2 (j.)]
"The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract
26. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 %. [Cl.53.1]

C.E.O.
Municipal Corporation KOTA

Appendix to Part I General Condition 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 1951: - 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, Traveling expenses from home up to the establishment and back etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay Cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the 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 Special Conditions :

1. (a) The use of privately owned or privately hired machinery on contractor work can only be permitted after receipts of N.A.C form Executive Engineer, Municipal Corporation KOTA.
- (b) Only those private machineries either owned or privately hired will be used on works which have been approved by the Executive Engineer, Municipal Corporation KOTA for this purpose i.e machineries will be registered and approved for particular use by the Executive Engineer, Municipal Corporation KOTA
- (c) Each private machinery will have an authorized log book issued by the concerned Executive Engineer along with issue certificate of machinery by the Executive Engineer.
- (d) The maintenance and upkeep of hire machinery and tools and plants shall be responsibility of the contractor.
- (e) The Executive Engineer or his representative is empowered to check all privately hired/owned machinery & report direct to this office if any under specifications machinery is being used by the contractor.
- 2 The contractor shall not work after the sunset and before sunrise without specific permission of the authorize Engineer, and will inform about start of work atleast 3 days in advance.
- 3 The contractor shall follow the contract labour (regulation) Act and rules.
- 4 The Government shall have right to cause an audit and the technical examination of the work and the final bills of the contractor including all supporting vouchers abstract etc. to made available within five years after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contractor any work claimed by him under the contractor and found not to be have executed the contractor shall be liable to refund the amount of over payment. Besides, it shall be lawful for the department to recover the sum from him in the manner prescribed legally permissible and if is found that the contractor, in respect of any work executed by him has not been paid the amount of such under payment shall be duly by Government to the contractor.
- 5 Any material not confirming to the specification collected at site shall have to be removed by the contractor within a period of three days of the instructions issued by the Engineer-In-Charge in writing, failing which, such material shall be removed by the department at risk and cost of the contractor after expiry of three days period.
- 6 The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.
- 7 No work of the permanent nature shall be carried out during nights of Sunday's or any authorized holidays without permission in writing of the Engineer-In-Charge.
- 8 The contractor shall arrange his own land for the erection plants, storage and parking of machineries stacking of material etc.

- 9 It shall be responsibility of the contractor himself to procure earth required for construction of embankment from nearby field after temporary acquisition at his cost.
- 10 The work should be got executed with the equipments, as per P.W.D. specifications. Wherein the details of the type of equipments are given for various specifications and or policy circulars on the subject issued from time to time.
- 11 All the amendment made in rules of Municipal Act, PWD GF & AR by the Rajasthan State Finance Department w.e.f. 1.7.99. vide order No. P.2/3 Fin/Exp.III/99 Dated 19.3.2001 & 23.3.2001 will be applicable in this contract.
- 12
- 13 Guidelines prescribed by Indian Standards will applicable for Q.C. System.
- a. Action should be taken in respect of every work and every item of work inspected, wherein and observation is made.
 - b. The work or the item of work which has been reported as 'Poor' should be got re-done whereas the work or item of work which has been reported as 'Average' should be rectified.
 - c. In case of works under progress all works should be of a quality which should be graded as 'Good' and in case of completed works all works should be of quality which should be graded as 'Very Good'.
 - d. As per the Revised Guidelines, The works in progress which has been graded as 'Poor' or 'Average' in the inspection will be got re-done or rectified respectively and the work will be re-inspected to see that the necessary rectified has been carried out. Action will be taken to black list the Contractor in respect of works found 'Poor' or 'Average' on completion. Action for making the work as 'Very Good' shall also be taken in respect of works classified only as 'Good' on completion.
 - e. Decision given by Engineer will be binding on contractor.
- 14 The local unskilled labour should be engaged on the work and labour from outside the state would not be engaged.
- 15 The Contractor will procure material required for the execution of work at his level and furnish the testing certificate from Government agency/Regional Laboratory/Engineering College.
- 16 The contractor will set up a Quality Control Lab for regular testing of the materials and he shall ensure that all the testing of the materials/aggregate etc. is done regularly and as per the frequency prescribed in the quality control manual/MOST specification.
- 17 The contractor will establish a field testing laboratory at the site of work & will provide all the equipment to the field staff required for various quality control tests. He will also ensure that the quality control tests as conducted are conducted and entered in the register as per the norms fixed by MOST/Quality Control Manual.
- 18 The contractor shall process license of explosives from competent authority for execution of rock cutting with blasting.

SECTION 5
SPECIFICATIONS

Section 5

Specifications

- A. The design and specifications prescribed are those for construction of new houses in slum areas of Municipal Corporation Kota.
- B. The Housing Board Specifications for Buildings shall be followed in addition to PWD
- C. For purposes of design, specification and quality control, the Indian Standard's specifications for building works including particular specifications shall form part of the Agreement.
- D. For items not covered in standard specifications either BIS specification, or District specification or sound engineering practice, as determined by the Engineer, in that order should be followed.

Drawings

Note: The design, drawings, standards and guidelines of the BIS Specifications for building are to be followed for works. Bidder has to go for pre-commencement survey and if any variation is found, bidder has to undergo for revised design and drawings at his own cost. After approval of those revised design and drawings, work may be commenced.

List of Drawings :-

1. Cross Sections of various drains
2. Layout plan

Complete set of drawings should be issued along with other tender documents so as to form part of the agreement.